



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2016/7047)

NURSES AND MIDWIVES (VICTORIAN PUBLIC SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2016-2020

Health and welfare services

COMMISSIONER LEE

MELBOURNE, 16 DECEMBER 2016

Application for approval of the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2016-2020.

[1] An application has been made for approval of an enterprise agreement known as the *Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2016-2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement contained a minor error in Appendix 1. Pursuant to section 586(a) of the Act, the error is corrected in the published Agreement.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Health Services Union of Australia and the Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 December 2016. The nominal expiry date of the Agreement is 31 March 2020.



COMMISSIONER

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Annexure A



Victorian Hospitals' Industrial Association

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Fax 03 9867 8540 Email vhia@vhia.com.au www.vhia.com.au

Undertaking – Annual Leave – Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020.

I, Stuart McCullough of 88 Maribyrnong Road Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of Victorian Hospitals' Industrial Association (VHIA).
2. The VHIA is the bargaining representative of each of the Employers listed in Schedule 1 (Employers) to the Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020 (Agreement).
3. The VHIA is authorized to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the Fair Work Act 2009.

Where an employee is entitled to receive the benefit of Section 58 of the *Long Service Leave Act 1992*, the Agreement will not be applied in a manner which delivers a lesser entitlement over the same period of time.

A handwritten signature in black ink, appearing to read 'Stuart McCullough', is written over a faint, larger version of the same signature.

Stuart McCullough
Chief Executive Officer
15 December 2016



Victorian Hospitals' Industrial Association

88 Maribyrnong Street, Footscray VIC 3011 ABN 77 518 927 847
Switchboard 03 9861 4000 Employment Advice 1800 729 329
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Undertaking – Annual Leave – Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020.

I, Stuart McCullough of 88 Maribyrnong Road Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of Victorian Hospitals' Industrial Association (VHIA).
2. The VHIA is the bargaining representative of each of the Employers listed in Schedule 1 (Employers) to Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020 (Agreement).
3. The VHIA is authorized to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the Fair Work Act 2009.

The following provision will be applied by the Employers as if it was part of the Agreement:

"57.1(d) For the purpose of this clause, a week for a full time employee equals 38 hours".

A handwritten signature in black ink, appearing to read "Stuart McCullough", is written over a faint, illegible printed name.

Stuart McCullough
Chief Executive Officer
7 December 2016

Our members care for people. VHIA cares for its members.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

NURSES AND MIDWIVES (VICTORIAN PUBLIC HEALTH SECTOR) (SINGLE INTEREST EMPLOYERS) ENTERPRISE AGREEMENT 2016-2020

PART A – PRELIMINARY

1 Title

This Agreement will be known as the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2016-2020.

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4 Definitions

4.1 In this Agreement except where the context requires otherwise:

- (a) **Act** means the *Fair Work Act 2009* (Cth).
- (b) **ADO** means an accrued day off as defined by subclause 43.1 .
- (c) **adoption** includes the placement of a Child (as defined in clause 68 (Parental Leave)) by permanent care order.
- (d) **allowable period of absence** means five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which she/he is paid in lieu.
- (e) **ANMF** means the Australian Nursing and Midwifery Federation.
- (f) **ANUM** means an Employee who is a Registered Nurse appointed as an Associate Nurse Unit Manager and who, within the guidelines and practices established by the Nurse Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Nurse Unit Manager when required within these limits.
- (g) **Assistant DON** means an Employee who is a Registered Nurse appointed as an Assistant Director of Nursing who assists and relieves the DON and/or Deputy DON and who has special or supervisory responsibilities beyond those of a Supervisory Nurse.
- (h) **Base Rate** means the weekly ordinary full-time wage of a Registered Nurse Grade 2, 3rd Year of Experience, calculated by reference to the rates of pay set out in [Appendix 2](#) of this Agreement.
For convenience, relevant allowances calculated by applying the Base Rate are set out in section C of [Appendix 2](#) to this Agreement.
- (i) **Commission** means the Fair Work Commission or any successor body.

- (j) **Deputy DON** means an Employee who is a Registered Nurse appointed as the Deputy Director of Nursing and who deputises for the DON and assists in nursing administration.
- (k) **DHHS** means the Victorian Department of Health and Human Services or any successor department.
- (l) **DON** means the Director of Nursing. The Director of Nursing is an Employee who is a Registered Nurse appointed as the principal nursing executive officer, however styled, and who is responsible for the nursing service and any other service (including the training of nurses).
- (m) **Early Parenting Centre** (formerly known as babies homes) means Tweddle Child and Family Health Services, The Queen Elizabeth Centre and the O'Connell Family Centre.
- (n) **EFT** means equivalent full time Employee.
- (o) **Employee** means a Registered Nurse, Midwife, Enrolled Nurse, Undergraduate Registered Nurse as described in clause 106 or Trainee Enrolled Nurse as described in clause 94 employed by an Employer covered by this Agreement.
- (p) **Employer** means any of the health sector agencies listed in [Appendix 1](#).
- (q) **Enrolled Nurse** means a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* and includes a person:
 - (i) registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* with a standard condition "may practise only in the area of mothercraft nursing"; or
 - (ii) with an equivalent qualification and role as described in subclause 4.1(q)(i) above;

but excludes a person employed solely or predominantly in the provision of public mental health services.
- (r) **EO Act** means the *Equal Opportunity Act 2010* (Vic).
- (s) **Experience** means paid service whether in Australia or internationally as a registered nurse, midwife or enrolled nurse, following registration by the professional registration body, in a grade or sub-grade at least equal or comparable to the grade in which the Employee is, or is about to be, employed except:
 - (i) where an internationally trained nurse or midwife is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place.
- (t) **a Year of Experience** in this Agreement means:
 - (i) other than in the case of any internationally trained nurse registering in Australia for the first time, an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance;
 - (ii) in the case of an internationally trained nurse registering in Australia for the first time an average of at least 48 hours per fortnight. For each year in

which the internationally trained nurse averages less than 48 hours per fortnight, the Employee will need to have completed an additional year to advance through each Year of Experience.

For the purpose of being classified under this Agreement, upon commencement with an Employer:

(iii) an Employee's anniversary date is the date the Employee commenced work as a registered nurse, midwife or enrolled nurse following registration either in Australia or internationally (subject to 4.1(s)(i));

(iv) Experience and Years of Experience are relevant to determining the appropriate experience payment only; and

the onus is on the Employee to demonstrate the completed years of experience and anniversary date. The Employer may require evidence that would satisfy a reasonable person of the claimed experience with the previous Employer/s.

(u) **FFPPOOA** means first full pay period on or after.

(v) **Hospital Certificate** does not include an Employee's base qualification.

(w) **HSU** means the Health Services Union.

(x) **HSR** means a health and safety representative (including a deputy health and safety representative) elected under the OHS Act.

(y) **immediate family** means:

(i) a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes);

(ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or of the Employee's spouse.

(z) **NES** means the National Employment Standards as contained in sections 59 to 131 of the Act.

(aa) **No Lift Coordinator** means Registered Nurse or Enrolled Nurse appointed as such and who is responsible for co-ordinating the implementation and maintenance of no-lift practices and educational programs of an Employer.

(bb) **NUM** means an Employee who is a Registered Nurse appointed as a Nurse Unit Manager in charge of a ward or unit.

(cc) **nurse** means a Registered Nurse, Midwife or Enrolled Nurse.

(dd) **nurse bank employee** means a directly employed casual Employee who is engaged in relieving work of a casual nature.

(ee) **Nursing and Midwifery Board of Australia** (or **NMBA**) includes its predecessor bodies.

(ff) **OHS Act** means the Occupational Health and Safety Act 2004 (Vic).

(gg) **pool employee** means a full or part time Employee not allocated to a ward or unit who is engaged in relieving or replacement work.

- (hh) **registered health practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as in force in the applicable State or Territory) to practise a health profession, other than as a student.
- (ii) **Registered Nurse** means a person registered in Division 1 on the Register of Nurses or a person registered as a Midwife on the Register of Midwives of the Nursing and Midwifery Board of Australia established under the *Health Practitioners Regulation National Law Act 2009* but does not include a Registered Nurse who is employed solely or predominantly in the provision of public mental health services.
- (jj) **Safe Patient Care Act** means the Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015.
- (kk) **SDPPWG** means the Service Delivery Partnership Plan Working Group.
- (ll) **short shift** means a shift of six hours duration in addition to a 30 minute meal break.
- (mm) **24 hours a day, seven days per week areas** means wards/units/divisions of a hospital campus/facility that have a staffing roster that operates over 24 hours a day for seven days a week.
- (nn) **Union** means **ANMF** for all employees or **HSU** (with respect to Enrolled Nurses only). When used in the plural, **Unions** means the ANMF and the HSU (with respect to Enrolled Nurses only).
- (oo) **VHIA** means the Victorian Hospitals' Industrial Association.
- (pp) **WIRC Act** means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), or if applicable in the particular situation the Accident Compensation Act 1985 (Vic) or the Workers Compensation Act 1958 (Vic).

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

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

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

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

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

4.4 Where any legislation other than the Safe Patient Care Act referred to in this Agreement is or has been replaced by successor legislation, the reference to such legislation will be taken to refer to the successor legislation.

- 4.5 Where this Agreement refers to a condition of employment provided for in the NES, the relevant definitions in the Act apply unless otherwise defined in this Agreement.

5 Coverage

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

6 Incidence and Application

- 6.1 The terms of this Agreement will apply to the work and employment of all Employees, except where expressly stated otherwise.
- 6.2 The Appendices attached to this Agreement form part of this Agreement.
- 6.3 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.
- 6.4 Nothing in this Agreement, including clause 9 (No Extra Claims), is intended to prevent the concurrent operation of the Safe Patient Care Act and this Agreement unless either of the conditions in subclauses 105.1(a) or 105.1(b) (Interaction with Safe Patient Care Act) of this Agreement is met.

7 Date and Period of Operation

- 7.1 This Agreement will operate seven days after the date upon which it is approved by the Commission.
- 7.2 The Nominal Expiry Date of this Agreement is 31 March 2020. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

8 Copy of Agreement

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

9 No Extra Claims

- 9.1 The Unions, the Employers and the Employees acknowledge and agree that:
- (a) this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all Union and Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period); and

- (b) except as otherwise indicated herein this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and
- (c) they will not pursue any extra claims during the term of this Agreement; and
- (d) nothing in this clause 9 limits the operation of clause 105 (Interaction with the Safe Patient Care Act) of this Agreement.

9.2 Subject to an Employer meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of subclause 9.1(c) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

9.3 The Employers agree to commence discussions with the Unions no later than six months prior to the nominal expiry date of this Agreement. Provided that any claim made by a person covered by this Agreement during this period is not supported by industrial action, subclause 9.1(c) does not prevent a person covered by this Agreement from making a claim during the six month period (or such earlier period as may be agreed) prior to the nominal expiry date of this Agreement.

9.4 Replacement Agreement and wage certainty

- (a) The Employers, unions and Employees agree that the discussions referred to in subclause 9.3, required to commence not less than 6 months prior to the nominal expiry date of this Agreement, will be undertaken in good faith for the purpose of concluding a replacement agreement to this Agreement to operate from the nominal expiry date of this Agreement.
- (b) The replacement agreement:
 - (i) will have a nominal expiry date of 30 April 2024;
 - (ii) the rates of pay applicable to employees will increase from the FFPPOA on or after:
 - (A) 1 December 2020 by 3%;
 - (B) 1 December 2021 by a further 3%; and
 - (C) 1 December 2022 by a further 3%.
- (c) The Employers, Unions and Employees acknowledge that this Agreement is negotiated and made on the basis of the commitments to certainty of wage outcomes reflected in subclause 9.4.

10 Anti-Discrimination

10.1 Those covered by this Agreement respect and value the diversity of the work force protecting against unfair treatment and discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

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

10.3 Nothing in this clause is taken to affect:

- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or State anti-discrimination legislation;

- (b) an Employee, Employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission;
- (c) the exemptions in s.351(2) of the Act.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

11 Consultation

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

11.1 Consultation regarding major change

- (a) Where an Employer proposes a major workplace change that may have a significant effect on an Employee or Employees, the Employer will consult with the affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent on leave including parental leave.
- (d) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the consultation process.

11.2 Definitions

Under this clause 11:

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

- (ii) retraining;
- (iii) salary maintenance;
- (iv) job sharing; and / or
- (v) maintenance of accruals.

11.3 Consultation Steps and Indicative reasonable timeframes

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

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by sub-clause 11.4	
2.	Written response from Employees and / or union	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or Union	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising outcome of consultation	14 days of step 5

11.4 Change Impact Statement (Step 1)

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

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;

- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures the Employer is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an affected Employee to have a representative including a Union representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or expose the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* or other legislation.

11.5 Employee / Union response (step 2)

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

11.6 Meetings (step 3)

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

11.7 Employer response (step 4)

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

11.8 Alternative proposal (step 5)

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

11.9 Outcome of consultation (step 6)

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

- (a) whether the Employer intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and

- (d) a summary of how matters that have been raised by Employees, the Union and their representatives, including any alternative proposal, have been taken into account.

11.10 Consultation about changes to rosters or hours of work

- (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) consider health and safety impacts including fatigue;
 - (ii) 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);
 - (iii) 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
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) These provisions are to be read in conjunction with the terms of the engagement between the Employer and Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

11.11 Consultation disputes

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

12 Redundancy and Associated Entitlements

12.1 Arrangement

This clause is arranged as follows:

- (a) Arrangement (subclause 12.1),
- (b) Definitions (subclause 12.2),
- (c) Redeployment (subclause 12.3),
- (d) Support to Affected Employees (subclause 12.4),
- (e) Salary maintenance (subclause 12.5),
- (f) Relocation (subclause 12.6),
- (g) Employment terminates due to redundancy (subclause 12.7), and
- (h) Exception to application of Victorian Government's policy with respect to severance pay (subclause 12.8)

12.2 Definitions

- (a) **Affected Employee** for this clause 12 means an Employee whose role will be redundant.
- (b) **Comparable role** means an on-going role that:
 - (i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and
 - (ii) is any of the following:
 - (A) In the same clinical specialty as that of the Affected Employee's former position;
 - (B) in a clinical specialty acceptable to the Affected Employee; or
 - (C) a position that with the reasonable support described at 12.3(g), the Affected Employee could undertake; and
 - (iii) is the same grade as the Affected Employee's redundant position;
 - (iv) takes into account the number of ordinary hours normally worked by the Affected Employee;
 - (v) Is a Reasonable Distance from the Affected Employee's current work location;
 - (vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and
 - (vii) takes account of health and safety considerations.
- (c) **Consultation** is as defined at clause 11 (Consultation) of this Agreement.
- (d) **Continuity of Service** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at subclause 61.8 does not apply. However, continuity of service is not broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.
- (e) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel, additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.
- (f) **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 11 is complete and that the redeployment period has begun.
- (g) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.
- (h) **Relocation** means an Affected Employee is required to move to a different campus as a result of an organisational change on either a temporary or permanent basis.
- (i) **Salary maintenance** means an amount representing the difference between what the Affected Employee was normally paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

12.3 Redeployment

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

(b) Employee to be advised in writing

The Affected Employee must be advised in writing of:

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

(c) Employer obligations

The Employer will:

- (i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance; and
- (ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities.

(d) Employee obligations

The Employee must actively participate in the redeployment process including:

- (i) identifying appropriate retraining needs;
- (ii) developing a resume / CV to assist in securing redeployment;
- (iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) Rejecting a comparable role

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

(f) Temporary alternative duties

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

(g) Support for redeployment

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

- (i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;
- (ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;

- (iii) support from educational staff in the clinical environment;
- (iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) Where no redeployment available

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

(i) Non-Comparable Role

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

12.4 Support to Affected Employees

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

- (a) counselling and support services;
- (b) retraining,
- (c) preparation of job applications;
- (d) interview coaching;
- (e) time off to attend job interviews; and
- (f) funding of independent financial advice for employees eligible to receive a separation package.

12.5 Salary Maintenance

(a) Entitlement to salary maintenance

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

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

(b) Period of salary maintenance

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

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

(c) Preservation of accrued leave

An Affected Employee entitled to salary maintenance will have:

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

- (ii) their personal leave preserved in hours.

12.6 Relocation

(a) Employer to advise in writing of relocation

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

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

(b) Entitlement to relocation allowance

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

(c) Employee to provide written estimate

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

(d) Payment

- (i) The maximum relocation allowance payable by the Employer will be \$1900.00, paid as a lump sum.
- (ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance
- (iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 13 – Dispute Resolution Procedure.

(e) Exceptions

- (i) An Affected Employee is not entitled to the relocation allowance if the site or campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.
- (ii) The relocation allowance does not apply to change proposals relating to the commissioning of the Victorian Comprehensive Cancer Centre.

(f) Fixed term employees not excluded

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

12.7 Employment terminates due to redundancy

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

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

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

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

13 Dispute Resolution Procedure

13.1 Resolution of disputes and grievances

- (a) For the purpose of this clause 13, a dispute includes a grievance.
- (b) This dispute resolution procedure will apply to any dispute arising in relation to:
 - (i) this Agreement;
 - (ii) the NES;
 - (iii) a request for flexible working arrangements; or
 - (iv) a request for an additional 12 months parental leave.
- (c) A party to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

13.2 Obligations

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

13.3 Dispute settlement facilitation

- (a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:
 - (i) investigating the circumstances of the dispute; and
 - (ii) participating in the processes to resolve the dispute, including conciliation and arbitration.
- (b) An Employee who is part of the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

13.4 Discussion of dispute at workplace

- (a) The parties will attempt to resolve the dispute at the workplace as follows:
 - (i) in the first instance by discussions between the Employee/s and the relevant supervisor; and
 - (ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior levels of local management.
- (b) The discussions at subclause 13.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.
- (c) If a dispute cannot be resolved at the workplace it may be referred by a party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

13.5 Disputes of a collective character

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

13.6 Conciliation

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

13.7 Arbitration

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

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

13.8 Conduct of matters before the Commission

Subject to any agreement between the parties to the dispute in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration, the Commission will conduct the matter in accordance with sections 577, 578 and Subdivision B of Division 3 of Part 5-1 of the Act.

13.9 Interaction with Statewide Classification Committee

In respect to any matter arising under clause 14 (Statewide Classification Committee), disputes will be resolved in accordance with the terms of 14 . Decisions of the SCC, subject to subclauses 14.4(h) to 14.4(k), will be binding on the Employers and the Employees.

14 Statewide Classification Committee

14.1 Application

This provision applies to an Employer:

- (a) where the Employer becomes aware that an Employee's position is not subject to an existing classification in the Agreement or previous determination of the Statewide Classification Committee; and/or
- (b) when deciding to create a position that is not subject to an existing classification in the Agreement or previous determination of the Statewide Classification Committee.

14.2 Statewide Classification Committee

- (a) The Statewide Classification Committee (**SCC**) will comprise an equal number of nominees of the VHIA (on behalf of the Employers) and nominees of the ANMF on behalf of the Employees. The SCC will also include an independent chairperson agreed by VHIA and ANMF or, in the absence of agreement, as nominated by the Minister for Health.
- (b) Where any of the circumstances in subclause 14.1 arise, the Employer will make a written notification to the SCC within 14 days and the Chairperson will notify the ANMF and VHIA in writing.
- (c) The SCC will commence to determine the matter within 21 days of the application, and conclude its deliberations within a further 21 days.

14.3 Application to SCC

- (a) Where the notification to the SCC is made by the Employer it will include the following:
 - (i) the position description of the role;
 - (ii) mandatory and desirable post registration skills, knowledge and education;

- (iii) the grade proposed by the applicant and the comparator position/s used to determine the proposed grade;
 - (iv) proposed and/or actual professional reporting lines for/to the proposed position/s;
 - (v) outline of the existing and proposed organisational structure applicable to the position/s; and
 - (vi) identification of EFT and skill mix (if any) that reports to the position/s.
- (b) Where the notification to the SCC applies to an existing Employee, the Employer will ensure the Employee is given the opportunity to provide:
- (i) an outline of the skill, duties, responsibilities and educational underpinning of the role;
 - (ii) objective observations on any differences between the role and that described in the position description; and
 - (iii) the Employer's response to the applicant's outline.

14.4 Role of the SCC

- (a) In considering an application, the SCC will utilise available research-based skill matrices and other relevant material.
- (b) Classification/grading is determined by the inherent requirements of the position, not those of the individual.
- (c) The SCC may inform itself in any manner it sees fit, including an SCC agreed expert advisor to provide clinical expertise in an area of nursing or midwifery practice in relation to the classification matter under consideration.
- (d) Where the SCC requires an expert advisor, such persons will not be employed by the health service involved in the SCC application.
- (e) The SCC will, on receipt of the information in subclause 14.3, determine to support the re-grading, or substitute a different grade to the role.
- (f) The SCC will determine applications by consensus.
- (g) Where consensus is not possible, the Chairperson will make a recommendation, with written reasons.
- (h) The recommendation will be considered binding unless either ANMF or VHIA make an application to have the recommendation reviewed by the Commission within 14 days of the recommendation.
- (i) An application to the Commission will include the application, recommendation, written reasons and supporting material.
- (j) The Commission will be assisted by the Chairperson, who will explain their recommendation, the application and supporting material, and inform the Commission of the position of the ANMF and the VHIA.
- (k) The Commission will adopt an inquisitorial procedure relying on the information at subclause 14.4(i) and the SCC processes and procedures, and make a determination. Such determination will be issued as a consent Order resolving the dispute.

14.5 SCC determinations

- (a) The SCC will notify the Employer (and Employee where applicable) of the outcome of the application in writing within 14 days of the decision.

- (b) The determined grade will apply from the date of the application or a later date determined by the SCC.
- (c) Until the determination of the SCC, the existing grade (where relevant) will continue to apply.
- (d) In the event an Employee is in a position that the SCC, or on review, the Commission determines to be at a lower grade than the Employee's current grade, the Employee will have their current salary maintained.

15 Discipline

15.1 Application

- (a) Where an Employer has concerns about:
 - (i) the conduct of an Employee; or
 - (ii) a performance issue that may constitute misconduct,
 the following procedure will apply.
- (b) There are two steps in a disciplinary process under this clause as follows:
 - (i) investigative procedure; and
 - (ii) disciplinary procedure.
- (c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.

15.2 Definitions

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

- (C) assault;
- (iv) the Employee being intoxicated at work;
- (v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

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

15.3 Investigative procedure

- (a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding conduct or performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.
- (b) The Employer will:
 - (i) advise the Employee of the concerns and allegations in writing;
 - (ii) provide the Employee with any material which forms the basis of the concerns;
 - (iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;
 - (iv) advise the Employee of their right to have a representative, including a Union representative;
 - (v) ensure that the reason for any interview is explained; and
 - (vi) take reasonable steps to investigate the Employee's response.

15.4 Disciplinary procedure

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

15.5 Possible outcomes

- (a) Where it is determined that after following the procedures in this clause that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the conduct or performance:
 - (i) counsel the Employee, with the counselling recorded on the Employee's personnel file;

- (ii) give the Employee a first warning, which will be verbal and a record of the warning recorded on the Employee's personnel file;
 - (iii) give the Employee a second written warning in the event that the Employee has previously been given a first warning within the previous 12 months for that course of conduct;
 - (iv) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of conduct;
 - (v) terminate the Employee's employment on notice in the case of an employee who repeats a course of conduct for which a final warning was given in the preceding 18 months;
 - (vi) terminate the Employee's employment without notice where the conduct is serious misconduct within the meaning of the Act that is wilful and deliberate; or
 - (vii) as an alternative to subclause 15.5(a)(vi) above and in those circumstances, the Employer may issue the Employee with a final warning without following the steps in subclauses 15.5(a)(i) to 15.5(a)(iii) above.
- (b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.
 - (c) If after any warning, a period of 12 or 18 months elapses (as relevant) without any further warning being required, all adverse reports relating to the warning must be removed from the Employee's personnel file.
 - (d) A dispute over the clause is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

16 Flexible Working Arrangements

- 16.1 The Act entitles specified Employees to request flexible working arrangements in specified circumstances.
- 16.2 The specified Employees are:
 - (a) full time or part Employees with at least 12 months continuous service; and
 - (b) long term casual Employees with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 16.3 The specified circumstances are if the Employee:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or

- (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family.
- 16.4 To ensure that Employees are aware of this entitlement, the Employer will post the information statement at Appendix 8 on the relevant notice board or intranet (where available) and provide a copy to new Employees.
- 16.5 Where a request for flexible work arrangements is made, an Employee or Employer is entitled to meet with the other party to discuss:
 - (a) the request;
 - (b) an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds.
- 16.6 The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.
- 16.7 Other entitlements relevant to family violence can be found at clause 64 (Family Violence Leave).
- 16.8 The relevant flexibility term including for an individual flexibility arrangement is the model flexibility term prescribed by the Act.

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

17 Full-time Employment

- 17.1 A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours as per sub-clause 42.1 (Hours of Work).
- 17.2 A full-time Employee who is ready, willing and able to work full-time hours will be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

18 Part-time Employment

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

19 Casual Employment

- 19.1 A casual Employee is an Employee engaged in relieving work or work of a casual nature but does not include an Employee who could properly be classified as a full-time or part-time Employee under clause 17 and 18.
- 19.2 Subject to the minimum engagement period (or payment in lieu of), a casual Employee's engagement is terminable without prior notice by either party.
- 19.3 The minimum engagement for a casual Employee is two hours.
- 19.4 A casual Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification plus 25%. Payments for shift work (clause 34), Saturdays and Sundays (clause 48), Overtime (clause 49) and Public Holidays (clause 56) also apply to casual Employees.
- 19.5 Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by Part E of this Agreement.
- 19.6 The following provisions do not apply to casual Employees:

- (a) annual leave (clause 57);
 - (b) purchased leave (clause 60);
 - (c) paid personal leave (clause 61);
 - (d) paid compassionate leave (subclause 65.4);
 - (e) paid family violence leave (clause 64);
 - (f) long service leave (other than casual Enrolled Nurses and subclause 70.5(b)) (clause 70);
 - (g) professional development leave (clause 75);
 - (h) study leave (clause 76);
 - (i) examination leave (clause 77),
 - (j) rosters (clause 45);
- and
- (k) notice period before termination (clause 23)

19.7 A casual Employee is entitled to the following:

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

20 Casual Conversion

- (a) Where a casual Employee has worked shifts on a regular and systematic basis over a period of 26 weeks, the Employer and the Employee recognise that the Employee may be more properly classified as part-time or full-time.
- (b) The Employee will not be considered rostered on a regular and systematic basis where these shifts are replacing an employee absence (including but not limited to parental leave, long service leave, workers compensation leave, personal leave) or flexible work arrangement.
- (c) Either the Employer or the Employee has the right to request in writing the conversion to full-time or part-time employment and that request will not be unreasonably refused by either party.
- (d) Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements, including any period/s of casual employment with the Employer.
- (e) Casual loading will cease, and, subject to subclause 70.5(b), any benefits relating to permanent employment will commence at the time of appointment to permanent status.

21 Fixed Term Employment

21.1 Fixed term employment will only be used for "true fixed term arrangements".

21.2 True fixed term arrangements include, but are not limited to:

- (a) graduate nurse positions;
- (b) parental leave replacement;
- (c) long term WorkCover replacement;
- (d) long service leave replacement;
- (e) special projects; and
- (f) post-graduate training.

22 Letter of Appointment

On commencement of employment, the Employer will provide each Employee with a letter of appointment containing the information set out in [Appendix 3](#).

23 Notice Period Before Termination

23.1 Notice Period/ Payment in Lieu

- (a) An Employer may terminate the employment of an Employee by providing four weeks' notice in writing.
- (b) The notice required by subclause 23.1(a) will be increased by one week if the Employee is over 45 years of age and has completed more than two years' continuous service.
- (c) **Continuous service** for the purpose of this clause has the same meaning as it does under clause 70 (Long Service Leave) and will include prior continuous service preceding a transfer of business, except in respect of any period of continuous service for which notice has already been given or paid.
- (d) An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period. That payment must be calculated on the basis of:
 - (i) the Employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the Employee's contract of employment.
- (e) An Employee may terminate their employment by providing four weeks' notice to the Employer in writing. Subject to financial obligations imposed on the Employer by any legislation, if an Employee fails to give notice the Employer will have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (f) Subclauses 23.1(a) to (d) do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct.
- (g) Subclauses 23.1(a) to (e) do not apply to:
 - (i) Employees engaged under a fixed term contract;

- (ii) Employees engaged for a specific period of time or for a specific task or tasks;
- (iii) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (iv) casual Employees.

23.2 Time off work during notice period

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

24 Transition to Retirement

- 24.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- 24.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:
- (a) a flexible working arrangement (see clause 16 (Flexible Working Arrangements)),
 - (b) in writing between the parties, or
 - (c) any combination of the above.
- 24.3 A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in their EFT;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay
- 24.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (b) be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

PART D – WAGES

25 Salary

25.1 The weekly salaries over the life of the Agreement are set out in Appendix 2.

26 Payment of Wages

26.1 Payment

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

26.2 Payslip

- (a) The Employer will state to each Employee in writing:
 - (i) the amount of wages to which she or he is entitled;
 - (ii) the amount of deductions; and
 - (iii) the net amount for each payment.
- (b) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

26.3 Payment on termination

- (a) When notice of termination of employment has been given by an Employee or an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.
- (b) In circumstances other than those outlined in sub-clause 26.3(a) where an Employee's employment is terminated, payment of all wages and other monies owing to the Employee will be made to the Employee within two business days.

26.4 Underpayment

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

- (ii) the underpayment is the result of Employee error; or
- (iii) the reason for the underpayment is an unforeseen event or circumstance outside the control of the Employer, frustrating the Employer's ability to meet the requirements of this clause.

26.5 Calculation of allowances

- (a) Excepting vehicle, uniform, laundry, telephone, change of shift and meal allowances) , allowances will be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.
- (b) Change of shift allowances payable pursuant to clause 41 will be calculated to the nearest 5 cents, portions of a cent being disregarded.

27 Superannuation

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

27.1 Definitions

In this clause:

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

27.2 Existing Employees

Where an Employee was employed prior to the commencement of this Agreement, the Employer will continue to make superannuation contributions to the Employee's current superannuation fund. An Employee may elect to have the Employee's contributions made to the Employee's preferred superannuation fund.

27.3 New Employees

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

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

27.4 Where new Employee does not nominate fund

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

27.5 Calculation of superannuation contributions

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

- (a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre salary packaging earnings, and
- (b) any additional amounts consistent with the trust deed of the superannuation fund.

- (c) any payment for a period of paid parental leave under subclauses 68.5(a)(i) or 68.10(b) from 1 April 2016.

28 Salary Packaging

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

29 Accident Make-up Pay

29.1 Entitlement to accident make-up pay

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

29.2 Definitions

- (a) **Accident make-up pay** means:
 - (i) In the case of an Employee with no current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive had the Employee been performing their normal duties and hours of work, less the amount of weekly compensation.
 - (ii) In the case of an Employee with a current work capacity, a payment equal to the ordinary time earnings the Employee would ordinarily receive, had the Employee been performing their normal duties and hours of work less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.
- (b) **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.

- (c) **Ordinary time earnings** excludes additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

29.3 Maximum payment

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

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

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

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

29.5 Reduction of compensation

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

29.7 Termination of employment

- (a) Termination of Employment by the Employee

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

- (i) if an Employee with partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer; and
 - (ii) the Employee, if required, provides evidence to the Employer of the continuing payment of weekly compensation payments.
- (b) Termination of Employment by the Employer
- An entitlement to accident make-up pay does not cease on termination where the Employer terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

29.8 Civil damage claims

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

PART E – ALLOWANCES AND REIMBURSEMENTS

30 Allowances

The rates for allowances are set out in Appendix 2.

31 Qualification Allowance

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

31.1 Entitlement

- (a) An Employee will be entitled to a qualification allowance, where an Employee has a:
 - (i) relevant qualification in addition to their base nursing or midwifery qualification; or
 - (ii) base qualification that is a double degree or Masters degree.
- (b) In the case of the entitlement under subclause 31.1(a)(ii), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.

31.2 One Qualification Allowance Only

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

31.3 Evidence

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

31.4 Rates for Qualification Allowances

(a) Registered Nurses and Midwives

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

- (i) 4.0% of base rate - for a Hospital Certificate or Graduate Certificate or equivalent. An equivalent may include a Certificate obtained from training or education facilities provider (such as infection control certificates from the

Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing.

- (ii) 6.5% of base rate - for a Postgraduate Diploma, Degree or a Double Degree.
- (iii) 7.5% of base rate - for a Masters.
- (iv) 10% of base rate – for a Doctorate or a PhD.

(b) Enrolled Nurses

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

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

(c) Enrolled Nurses Post Basic Courses

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

Communicable Diseases Nursing (12 months)	Fairfield Hospital
Maternity Nursing (six months)	Royal Women's Hospital
Operating Theatre Nursing (six months)	Royal Women's Hospital
Geriatric Nursing (six months)	Mount Royal Hospital Poplar Road Parkville, 3052

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

(d) Exclusion – Enrolled Nurses

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

31.5 Payment During Leave

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

31.6 Pro rata entitlement

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

32 Rural and Isolated Practice Allowance

32.1 Entitlement

- (a) A Registered Nurse or Midwife who has:
- (i) completed the education to undertake the duties of a Rural and Isolated Practice Nurse (RIPN) (or equivalent), and
 - (ii) whose Employer may from time to time require them to undertake the duties of a RIPN Nurse
- will be paid, in addition to their salary, 4% of the Base Rate on all hours, including overtime.
- (b) This allowance is to be included as salary for all employment related purposes including superannuation and leave entitlements.

32.2 Exception

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

32.3 Transition

An Employee who was expected to undertake the duties of a RIPN Nurse, at anytime between the 6th September 2010 and the approval of this Agreement will receive an amount of \$44.58 for each week in which they were employed by an Employer during that period and expected to undertake the duties of a RIPN Nurse, less any payment received by way of a qualification allowance received where their RIPN training was the only basis for eligibility for the Qualification Allowance.

33 Allowances Related to Overtime

33.1 Meal allowance

(a) Meals where overtime worked beyond one hour

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

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

(b) Qualification for meal or payment

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

- (ii) The entitlement under subclause 33.1(a) arises where, on a rostered day off an Employee is required to work more than:
 - (A) five hours overtime, in which case the relevant allowance is 'Allowance A'; or
 - (B) nine hours overtime, in which case the relevant allowances are 'Allowance A' and 'Allowance B';

(c) Where provision does not apply

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

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

(d) Same day payment

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

(e) Payments are in addition

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

33.2 On Call Allowance

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

33.3 Telephone allowance

Where an Employer requires an Employee to install and/or maintain a fixed telephone line for the purposes of being on call the Employer will refund the installation costs and pay a fortnightly Telephone Allowance as set out in [Appendix 2](#).

33.4 Travel and Recall

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

34 Shift Allowance

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

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

- (a) finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. will be paid an amount equal to 2.5% of the rate in [Appendix 2](#) for Registered Nurse Grade 2, Year 1 per rostered period of duty; or
- (b) finish on the day after commencing duty or commence after midnight and before 5.00 a.m. will be paid a night duty allowance as set out in [Appendix 2](#).

35 Higher Duties

NOTE: this clause only applies to Registered Nurses and Midwives.

35.1 General entitlement to higher duties payment

- (a) Subject to subclauses 35.2, 35.3, 35.4 and 35.5, an Employee engaged on duties attracting a higher grade or sub-grade than the grade or sub-grade in which the Employee is ordinarily employed:
 - (i) in any one shift for more than two hours will be paid for the full shift at the minimum rate for that higher grade or sub-grade; or
 - (ii) for two hours or less, only the time so worked will be paid for at that higher grade or sub-grade.

35.2 Entitlement to higher duties payment for certain Deputy and Principal roles

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

35.3 Entitlement to higher duties payment for ANUM acting as NUM

An ANUM required to relieve a NUM who is absent for more than five days will be paid at the minimum rate for the NUM for the entire period of relief.

35.4 Entitlement to higher duties payment for Registered Nurse acting as ANUM

Provided that subclause 90.2 is complied with, a Registered Nurse who relieves in an ANUM position will be paid at the minimum rate for that classification only where she/he is engaged for the full day or shift in that classification.

35.5 Entitlement to higher duties payment for Registered Nurse acting as NUM

NOTE: An Employee who is not an ANUM should only be in charge of a ward or unit in exceptional circumstances.

A Registered Nurse who is not an ANUM, who is required to act in charge of a ward or unit during an off duty period of a NUM, will be paid at the minimum rate for the NUM for the entire shift unless:

- (a) in the case of a 24 hour a day, seven day per week ward or unit that is compliant with subclause 90.2(a)(i), in which case a Registered Nurse will be paid at the minimum rate applicable to the ANUM position which would normally be in charge on that shift; or
- (b) the ANUM in whose place the Registered Nurse acts, is on any form of leave; or
- (c) for a reasonable period where the vacancy arises directly from the termination of employment of an ANUM while a replacement ANUM is being recruited.

36 Vehicle Allowance

- (a) Employees required to use their own car, motorcycle or bicycle in connection with his/her duties, she/he will be paid the applicable vehicle allowance as set out in [Appendix 2](#). The minimum payment for each occasion of use is set out in [Appendix 2](#).
- (b) In [Appendix 2](#), **PMU** means power mass units as stated in the certificate of registration for the vehicle.

37 Travelling and Reimbursement

- (a) Employees whose duties require them to travel will be paid first class fares and all reasonable out-of-pocket expenses.
- (b) Employees engaged for a distant position where a definite period of engagement is not stated will after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.
- (c) Employees engaged for a distant position for a definite period will, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

38 Uniform and Laundry Allowance

- (a) Where an Employer requires an Employee to wear a particular type or style of uniform then the Employer will provide this at no cost to the Employee. Payment in lieu of providing the uniform is not permitted.
- (b) Where a uniform is not provided by the Employer the Employee will be paid a uniform allowance at daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.
- (c) Where laundering by or at the expense of the Employer is not provided, the Employee will be paid a laundry allowance at the daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.
- (d) The uniform allowances but not the laundry will be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (e) Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

39 Childcare Reimbursement

- 39.1 Where Employees are required by the Employer to work overtime and where less than 24 hours' notice of the requirement to perform such overtime work has been given by

the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.

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

40 Change of Roster Allowance

See subclause 45.4 (*Change of Roster Allowance*) and [Appendix 2](#).

41 Change of shift allowance preservation – ENs only

41.1 Change of Shift Allowance preservation

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

- (a) an Existing Employee is an Employee who was employed as an Enrolled Nurse by an Employer covered by the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012 – 2016 (**2012 Agreement**) on 6 July 2012.
- (b) A Certificate of Service in accordance with Appendix 5 will constitute acceptable evidence that the Employee is an Existing Employee.

41.2 Capping of Change of Shift Allowance for Existing Employees

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

- (a) An Enrolled Nurse employed by their Employer as at 11 June 2002
An Existing Employee who is an Enrolled Nurse and was employed by their Employer as at 11 June 2002 will continue to receive two (2) or more change of shift per pay period / fortnight payments in accordance with their existing agreement with their Employer. Such agreement may be in writing or based on custom and practise.
- (b) Other Existing Employees
 - (i) An Existing Employee who is an Enrolled Nurse, to whom clause 26.2(a) above does not apply, will continue to have change of shift allowance payments per pay period capped with the cap determined under the 2012 Agreement continuing to apply, except where:
 - (A) an Employee chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under the Nurses (Victorian Public Sector) Multiple Employer Agreement 2004 – 2007, unless a cap historically applied to employees working fixed shifts; or
 - (B) the Employee commences employment with a new Employer, in which case the applicable cap applies for that ward/area/campus/health service whichever is the higher.
 - (ii) For the avoidance of doubt, the process for setting a cap for Employees under this sub-clause is contained in the 2012 Agreement.

PART F – HOURS OF WORK AND RELATED MATTERS

42 Hours of Work

- 42.1 The ordinary hours of work will be 38 or an average 38 per week worked:
- (a) in a one week period – 38 hours worked as five shifts of not more than eight hours each; or
 - (b) in a two week period – 76 hours worked as not more than ten shifts of not more than eight hours each; or
 - (c) in a four week period – 152 hours worked as nineteen shifts of eight hours each;
 - (d) by mutual agreement:
 - (i) in a five week period - 190 hours worked as nineteen shifts of ten hours each; or
 - (ii) any shift length or combination provided that the length of any ordinary shift will not exceed ten hours; or
 - (iii) in shifts of up to 12 hours in accordance with a 12 hour shift agreement under subclause 42.9; or
 - (e) in the case of West Gippsland Healthcare Group and Mansfield Hospital, as described at subclause 42.5 below.
- 42.2 Work for each shift will be continuous except as provided at clause 44 (Breaks).
- 42.3 Subject to the roster provision clause 45 (Rosters), not more than 48 ordinary hours be worked in any week.
- 42.4 The hours of work in this clause will be the maximum ordinary hours for a shift.
- 42.5 In the case of West Gippsland Healthcare Group and Mansfield Hospital, hours of work for full and part-time Employees will be performed as follows:
- (a) a shift other than a night shift, 8 hours;
 - (b) for night shift, 10 hours.
- 42.6 Subject to subclause 42.8 below, in the case of the health services or campuses named below, hours of work for full and part-time Employees will be performed as follows:
- (a) a shift other than a night shift, 8 hours; and
 - (b) for night shift, 10 hours; or
 - (c) in respect to residential aged care wards/campuses of Bendigo Health, for night shift, 9.5 hours
- 42.7 The named health services/campuses are:**
- (a) Bairnsdale Regional Health Service (all campuses)
 - (b) Rural Northwest Health (all campuses)
 - (c) Otway Health (all campuses)
 - (d) Bendigo Health (all residential aged care wards/campuses)
 - (e) Maldon Health (all campuses)

- (f) Benalla Health (all campuses)
- (g) Djerriwarrh Health Services (all campuses)
- (h) Gippsland Southern Health Service (all campuses)
- (i) Hepburn Health Service (Creswick campus)
- (j) Rochester and Elmore District Health Service (all campuses)
- (k) Cohuna District Hospital (all campuses)
- (l) Yarrawonga District Health Service (all campuses)
- (m) Central Gippsland Health Service (all campuses)
- (n) Maryborough District Health Service (all campuses)
- (o) Heathcote Health (all campuses)
- (p) Goulburn Valley Health (Tatura campus)
- (q) Beechworth Health Service (all campuses)
- (r) East Wimmera Health Service (St Arnaud campus)
- (s) East Wimmera Health Service (Donald campus)
- (t) The Kilmore and District Hospital (all campuses)
- (u) Cobram District Health (all campuses)
- (v) Kyneton District Health Hospital & Community Care (all campuses)

42.8 Employers named will implement the hours of work above as follows:

- (a) Those whose campuses are:
 - (i) named in (a) through (k) above will implement as soon as practicable but not later than 30 June 2017.
 - (ii) named in (l) through (v) above will implement as soon as practicable after 1 July 2017 but not later than 30 June 2018.
- (b) In the event of any dispute arising regarding Employee support for the new hours of work, the matter will be dealt with in accordance with subclause 93.8 (Implementation of a non-complying proposal).
- (c) The implementation of the new hours of work is not to affect an Employee's normal or customary working days or shift arrangements, except to the extent of the shift duration.
- (d) An Employer will not require an Employee to reduce their contracted hours directly or indirectly as a result of the change to hours of work.
- (e) **Campus or Campuses** for the purposes of this clause excludes community health centres.
- (f) The process of implementation of the hours of work arrangements at sub-clause 42.5[must also comply with clause 11 (Consultation).
- (g) Notwithstanding anything else in this clause, in the event an Employer, because of recruitment difficulties, is unable to implement the hours of work arrangement by the date specified in subclause 42.8(a) despite taking all reasonable and practical steps to comply, the Employer will notify the ANMF and the VHIA in writing. Either the ANMF or the VHIA may refer the matter to the Commission who may do one or more of the following:

- (i) extend the implementation date by up to six (6) months; and/or
- (ii) require the Employer to take steps towards implementation in accordance with such timetables as the Commission determines are just and fair.

42.9 12 Hour Shift Agreement

- (a) An Employer has a 12 Hour Shift Agreement where:
 - (i) the Employer had, at the time this Agreement commenced, an existing 12 Hour Shift Agreement reduced to writing and signed by the Employer party and ANMF;
 - (ii) the Employer was, at the time this Agreement commenced, conducting a trial for 12 hour shifts. A trial under this clause requires written agreement with ANMF;
 - (iii) during the operation of this Agreement, a new trial for 12 hour shifts is, by agreement with ANMF, conducted;
 - (iv) following a trial, any agreed outcome for an on-going 12 hour shift agreement will be reduced to writing and signed by the Employer party and ANMF.
- (b) A 12 Hour Shift agreement that commences after this Agreement comes into operation will be implemented in accordance with clause 93.8 (Implementation of a non-complying proposal) of this Agreement.

43 Accrued Days Off

43.1 Meaning of 'accrued day off'

- (a) An accrued day off (ADO) arises from a system of work in which a full time employee:
 - (i) is rostered to work more than 38 hours per week; and
 - (ii) is paid 38 ordinary hours; and
 - (iii) the difference between the hours worked and hours paid accrues towards a paid day off.

Example:

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

43.2 Accrual of ADOs

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

- (a) a full-time Employee rostered to work on shifts of eight hours duration will work 152 hours in each four week roster cycle to be worked as 19 days each of eight hours with an ADO in each four week roster cycle; and

- (b) a full-time Employee rostered to work on night shifts of 10 hours duration will work 190 hours in each five week roster cycle to be worked as 19 shifts each of 10 hours with an ADO in each five week roster cycle.

43.3 Maximum number of ADOs

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

43.4 ADOs and annual leave

See also clause 57 (Annual Leave)

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

43.5 ADOs on public holidays

See also clause 56 (Public Holidays)

Where a public holiday falls on a day upon which the Employee is on an ADO, another day will be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.

43.6 ADOs and short shifts

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

43.7 ADOs and termination of employment

Upon termination of employment if the Employee has:

- (a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance;
- (b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

44 Breaks

44.1 Meal breaks

- (a) An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Employees are entitled to leave the ward/unit area during their meal break.
- (b) An Employee unable to take a meal break will be paid for the meal break as time worked at the ordinary rate plus 50%.
- (c) Where Employees are regularly unable to take their meal breaks, a 'crib time' arrangement should operate. The crib time arrangement entitles an Employee to a paid meal interval of not less than twenty minutes to commence between three hours and five hours of duty.

44.2 Tea breaks

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

45 Rosters

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

45.1 The ordinary hours of full-time and part-time Employees will be worked according to a roster of at least 28 days duration, posted at least 14 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Unions, without notice.

45.2 Rosters will;

- (a) set out:
 - (i) the Employees' daily ordinary working hours;
 - (ii) starting and finishing times;
 - (iii) meal intervals; and
- (b) have a staffing and skill mix that complies with the Safe Patient Care Act if applicable to that ward or unit; and
- (c) allocate a Registered Nurse/Midwife to be in charge of each shift.

45.3 Except as in emergency situations seven days' notice will be given of a change in roster.

45.4 Change of Roster Allowance

- (a) Where the Employer changes the roster without seven days' notice (and other than as excepted at subclause 45.3 above), the Employee, including an Enrolled Nurse, will be paid a change of roster allowance of 2.5 per cent of the Base Rate (as defined).
- (b) The change of roster allowance will be paid in relation to each change.
- (c) This allowance is not payable to a part-time Employee for an additional shift worked unless the circumstances described in subclause 46.6 (Supplementary Roster and Additional Shifts) apply.

45.5 Breaks between Rostered Shifts

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

45.6 Fixed Rosters

- (a) An Employee, by making a written request to the Employer, may have a roster fixed by mutual agreement (subject to the other provisions of this Agreement) in lieu of the provisions of subclauses 45.1 to 45.5 save that:
 - (i) an Employer will not unreasonably refuse a request for a fixed roster agreement where the Employee can demonstrate a regular and systematic pattern of work (as defined below);
 - (A) **regular and systematic pattern of work** means working set days or shifts in a demonstrable pattern over the preceding six months (recognising that additional ordinary shifts may be worked around that fixed pattern); but
 - (B) does not include shifts worked because the Employee who usually works them is on extended leave;
 - (ii) where a fixed roster agreement is made, the Employer will provide the Employee with an amended Letter of Appointment detailing the fixed roster agreement;

- (iii) where the Employer proposes to change the Employee's fixed roster agreement, the terms of subclause 11.10 (Consultation about changes to rosters or hours of work) apply, which includes a requirement to consult.
- (b) An Employee may end the fixed roster agreement at any time by giving written notice to the Employer. In such a case, the roster for the Employee will be set according to the provisions of subclauses 45.1 to 45.5 above from the commencement of the next full roster period being not less than five clear days after the written notice is received.

45.7 Replacing unplanned absences

(a) Reasonable effort to replace with permanent employee

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

(b) Use of bank or agency staff

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

46 Supplementary Roster and Additional Shifts

- 46.1 In addition to the roster under clause 45 (Rosters), the Employer will maintain a supplementary roster.
- 46.2 If an additional shift is worked:
 - (a) under the supplementary roster, it is an 'additional shift worked by agreement' and does not attract the 'change of roster' allowance under clause 45;
 - (b) not under the supplementary roster, it attracts the 'change of roster' allowance as described at subclause 46.6 below.
- 46.3 A supplementary roster facilitates additional shifts worked on a voluntary basis. The supplementary roster will:
 - (a) display vacant shifts which Employee can nominate to work; and
 - (b) contain a 'stand-by' facility where Employees wishing to work extra shifts can nominate the days / shifts they wish to work should such vacancies arise in the normal roster.

- 46.4 Vacancies that arise in the normal nursing roster will, as far as possible, be filled through the supplementary roster.
- 46.5 Nothing in this clause prevents an Employer from operating an electronic supplementary roster, provided it meets the objectives of subclauses 46.2, 46.3 and 46.4 above.
- 46.6 Where vacancies in the normal nursing roster cannot be filled from the supplementary roster, Employees may be requested to work an additional shift (subject to the provisions of this Agreement). If an Employee does work the additional shift as requested they will receive the "change of roster allowance" in [Appendix 2](#) in addition to any other entitlement on each such occasion.
- 46.7 A contract of employment that requires an Employee be available for extra shifts does not override this provision.
- 46.8 Overtime remains payable where it would otherwise apply, such as double shifts.
- 46.9 This clause does not inhibit nurses swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

47 Avoidance and Management of Short Shifts

47.1 Meaning of 'short shift'

Short shift is defined at clause 4 (Definitions).

47.2 No short shifts on night duty

Short shifts must not be utilised on night duty.

47.3 Use of short shifts

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

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

47.4 Short shifts only by agreement

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

47.5 Replacement of rostered shift/s

- (a) Considerations in the use of replacement shifts

The Employer will use a full shift to replace unplanned vacancies unless, after making a reasonable effort as described at subclause 45.7 (Replacing unplanned absences) to fill a vacancy on the roster with a permanent employee, the

Employer must use a nurse bank employee or agency staff member. In that case the Employer will replace the unplanned vacancy with a full shift except where the nurse in charge of the ward determines a short shift will not have a negative impact on patient care, safe staffing and related matters, having regard to all the circumstances on the relevant ward / unit including:

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

(b) Other options

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

47.6 ADOs (full time employees)

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

47.7 Exception – workload management proposal

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

47.8 Exception – aged care and rehabilitation units

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

48 Special Rates for Saturdays and Sundays

This clause does not apply to DONs and Deputy DONs.

- 48.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday will be paid for at the rate of time and a half.
- 48.2 Work in excess of the prescribed rostered hours on a Saturday or Sunday will be paid at double time for the excess period.

49 Overtime

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

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

49.1 An Employer may require an Employee to work “reasonable overtime” at overtime rates and such an Employee will work overtime in accordance with such a requirement.

49.2 Overtime Penalty Rates

- (a) **Overtime** means work requested or directed by the Employer that is performed:
 - (i) in addition to the full time ordinary hours described at subclause 42.1 (Hours for an ordinary week’s work), save for the exception at subclause 55.1 relating to Daylight Saving Time; or
 - (ii) in addition to the Employee’s rostered shift length; or
 - (iii) where a break of at least eight hours has not been provided between successive shifts - for all work performed until a break of eight hours is provided; or
 - (iv) as recall to duty.
- (b) Overtime is also as provided at clause 53, Rest Period after Overtime/Recall.
- (c) Overtime is to be paid as follows:
 - (i) Monday to Friday (inclusive) – time and half for the first two hours, double time thereafter;
 - (ii) Saturday to Sunday (inclusive) – double time; and
 - (iii) Public Holidays – see clause 56 (Public Holidays).
- (d) When calculating overtime payments, each day or shift will stand alone.
- (e) If due to organisational or institutional circumstances, difficulties arise from the requirement that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the matter may be dealt with in accordance with the Dispute Resolution Procedure in the Agreement.

49.3 Reasonable overtime

- (a) In determining whether overtime is “reasonable overtime” for the purposes of subclause 49.1, the following must be taken into account:
 - (i) any risk to Employee health and safety from working the additional hours;
 - (ii) the Employee’s personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the Employee is employed;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the Employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the Employee of his or her intention to refuse to work the additional hours;

- (vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (viii) the nature of the Employee's role, and the Employee's level of responsibility;
- (ix) any other relevant matter.

(b) An Employee may refuse to work overtime, if the request is unreasonable.

49.4 Time off instead of payment for overtime

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

49.5 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to her/his place of residence the Employer will provide adequate transport free of cost to the Employee.

(b) Where overtime is a result of a double shift, the provisions at subclause 49.5(c) below (Additional Provisions for Double Shifts) also apply.

(c) Additional Provisions for Double Shifts

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

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

50 Recall – Return to Workplace

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

50.2 An Employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.

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

51 Recall - Without Return to Workplace

Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

52 Alternate On Call Allowance (Four Clear Days)

- 52.1 An Employer or Union may propose that all Employees at a particular campus be covered by an alternate arrangement to that in clause 58 (Additional Leave – Entitlement to Four Clear Days). The proposal may be implemented where the Employer, the Union and the majority of affected nursing staff genuinely agree.
- 52.2 Any arrangements adopted in accordance with this clause 52 will be recorded in writing and copies will be provided to Employees to whom the arrangements apply.

53 Rest Period After Overtime/Recall

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

- 53.1 When overtime is worked the Employees should have at least 10 consecutive hours off duty between finishing the overtime and the next successive shift.
- 53.2 Unless clause 54 applies:
- (a) an Employee who works so much overtime that the Employee would not have had at least 10 consecutive hours off duty between the completion of overtime and the commencement of the next rostered shift then, subject to this clause, the Employee will be released after completion of overtime until the Employee has had 10 consecutive hours off duty, without loss of pay for rostered ordinary hours occurring during such absence.
 - (b) If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

54 Rest Period After Excessive Hours

- 54.1 An Employee who normally works four or more shifts per week, and performs Excessive Hours that include any hours of the Employee's rostered day off, will be granted a substitute rostered day off on a working day (without loss of pay) as soon as practicable, but not later than 14 days from the Excessive Hours worked.
- 54.2 **Excessive Hours** means where an Employee has worked 14 or more continuous hours (not counting unpaid rest/meal breaks), and that work includes night time hours.
- 54.3 **Night time hours** for the purposes of this clause means:
- (a) hours worked that finish on the day after commencing duty; or
 - (b) commence after midnight and before 5.00 a.m.

55 Daylight Saving

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

- 55.1 Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight

saving, that Employee will be paid for the actual hours worked at the ordinary time rate of pay.

Example:

An Employee is rostered to work a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

The Employee therefore works nine hours. The Employee is paid nine hours at his or her ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

Example:

An Employee is rostered in a ten hour night shift from 9pm through to 7.30am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving.

The Employee therefore works 11 hours. The Employee is paid 11 hours at his or her ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is paid for the additional hour worked.

- 55.2 For the purpose of calculating accrued days off, Employees who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster.

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

56 Public Holidays

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

- 56.1 An Employee will be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.
- 56.2 Subject to subclause 56.4, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:
- (a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and
 - (b) Good Friday, the Saturday immediately before Easter Sunday (**Easter Saturday**), Easter Monday, Anzac Day, Queen's Birthday and Labour Day; and
 - (c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality; and
 - (d) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in subclause 56.2(a).
 - (e) If a day or days are not determined in respect of any of the occasions in subclause 56.2(a), (b) or (c) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

56.3 **Applicability of penalty payments for some public holidays falling on a weekend**

When Christmas Day, Australia Day, Boxing Day, or New Year's Day (**Actual Day**) is a Saturday or a Sunday, and a substitute or additional holiday is determined under Victorian law on another day in respect of any of those occasions (**Other Day**):

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

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

An Employer, with the agreement of the Unions, may substitute another day for any prescribed in this clause other than Christmas Day, Boxing Day, New Year's Day and Australia Day as follows:

- (a) An Employer and its Employees may agree to substitute another day for any prescribed in this clause (other than Christmas Day, Boxing Day, New Year's Day and Australia Day). For this purpose, the consent of the majority of affected Employees will constitute agreement.
- (b) An agreement pursuant to subclause 56.4(a) will be recorded in writing and be available to every affected Employee.

- (c) The Unions will be informed of an agreement pursuant to subclause 56.4(a) and may within seven days refuse to accept it. The Unions will not unreasonably refuse to accept the agreement.
- (d) If a Union refuses to accept an agreement, the Employer, the Employees and the Union will seek to resolve their differences to their mutual satisfaction.

56.5 Substitution of Religious Public Holidays

- (a) Subject to the ongoing operational needs of the Employer, an Employee may, with the prior agreement of the Employer, substitute a public holiday as defined in this clause with a nominated religious holiday that is not a defined public holiday.
- (b) Where a religious holiday is nominated to be a substitute and the Employee works on the defined public holiday they will be paid at ordinary time and will be allowed time off on the nominated religious day without loss of pay. Applications are to be made at least one month in advance of the date on which the nominated religious holiday occurs, and the public holiday being substituted.

56.6 Penalty Payments in respect of public holidays

- (a) An Employee, other than a casual Employee, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to subclause 56.3) will be entitled to be paid;
 - (i) 200% (based on 1/38th of the weekly salary set out in [Appendix 2](#)) for the time worked on a public holiday Monday to Friday; or
 - (ii) 250% (based on 1/38th of the weekly salary set out in [Appendix 2](#) for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).
- (b) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to subclause 56.3) will be entitled to be paid inclusive of the casual loading;
 - (i) 250% (based on 1/38th of the weekly salary set out in [Appendix 2](#)) for time worked on a public holiday Monday to Friday; or
 - (ii) 312.5% (based on 1/38th of the weekly salary set out in [Appendix 2](#)) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).

56.7 Public holidays and night duty

(a) Definition of part of a shift

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

- (i) midnight to completion of shift; or
 - (ii) commencement of shift to midnight.
- (b) A night duty Employee is entitled to be paid:
- (i) the appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and
 - (ii) at the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

Example:

An Employee whose average hours are 0.6EFT is rostered to work from 9.30pm to 7.30am with the shift commencing the day before the public holiday. The hours worked between midnight and 7.30am fall on the public holiday and each hour attracts the public holiday rate, eg 7.6 hours at double time. The same Employee is not rostered to the night shift that commences on the public holiday, ie the shift that commences at 9pm. The period from 9.30pm to midnight attracts a pro-rata payment 2.5 hours x 0.6 (EFT) hours payable.

56.8 Accrued days off on public holidays

See also clause 43 (Accrued Days Off)

Where a public holiday falls on a day upon which a full-time Employee would ordinarily have been required to be on duty, but the Employee is on an accrued day off, another day will be determined by the Employer to be taken by the Employee in lieu of the public holiday, such day to be within the same work cycle where practical.

56.9 Public holidays occurring on rostered days off

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

56.10 Part-time Employees

The entitlement to public holiday benefits for a part-time Employee who is rostered off duty on the day on which a public holiday occurs is to be determined as follows:

- (a) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on an Other Day (as defined), and the Other Day applies as a public holiday in respect of that occasion, and:
 - (i) a part-time Employee is not rostered on for both the actual day and the Other Day (as defined), then only one day's payment will be made under this clause; or
 - (ii) a part-time Employee works on either the actual day or the Other Day (as defined), and receives penalty rates for the day worked, the part-time Employee will not receive a payment in respect of the day not worked.
- (b) Where a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the part-time Employee will be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.

- (c) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee will receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that Employee over the previous six months, or their period of employment by the Employer if less than six months.

Example:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	X 8 hours	5.05 hours	T1	5.05 hrs
38 hours				

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

56.11 Recall on a public holiday

A benefit arising from clause 56.9 or 56.10 will not be diminished where an Employee is required to, and does, perform recall work on that day.

56.12 Annual leave on a public holiday

See clause 57 (Annual Leave)

56.13 Personal leave on a public holiday

See clause 61 (Personal Leave)

57 Annual Leave

This clause does not apply to casual Employees.

57.1 Entitlement to Annual Leave

- (a) An Employee is entitled to 190 hours paid annual leave for each year of service.
- (b) A weekend worker is entitled to a further 38 hours paid annual leave for each year of service. For the purposes of this clause 57 “weekend worker” is a full time Employee required to work ordinary hours on weekdays and weekends throughout the year of service, save that an Employee required to work ordinary hours on weekdays and weekends for part of the year of service will accrue the additional leave under this clause at the rate of half a day for each month so worked to a maximum of 38 hours.
- (c) Annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year.

57.2 Part time Employees

Annual leave will accrue progressively to a part time Employee on a pro rata basis.

57.3 Taking paid annual leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and his or her Employer.

- (b) The Employee will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances.
- (c) Within ten (10) week days of the leave request, the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.
- (d) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period.
- (e) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (f) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

57.4 Excess annual leave

Where the Employee has two years or more of annual leave entitlement accrued, the Employer may direct the Employee to take some of that accrued annual leave with at least two weeks' notice provided that:

- (a) the Employee has first been given a reasonable opportunity to submit a plan to reduce the leave to not less than eight (8) weeks within six months, subject to (b) below;
- (b) the Employer will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee; and
- (c) in directing that the Employee take leave the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks.

57.5 Disputes regarding excess annual leave

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

- (a) a dispute about whether the Employer or employee has requested a meeting and genuinely tried to reach agreement;
- (b) a dispute about whether the Employer has unreasonable refused to agree to a request by the employee to take paid annual leave; and
- (c) a dispute about whether a direction to take leave complies with the clause.

57.6 Short periods of annual leave

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

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

- (a) Public Holidays
See also clause 56 (public holidays)

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

(b) Other Periods of Leave

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

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

57.8 Payment for leave

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

57.9 Annual leave loading or penalties

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

57.10 The cap under subclause 57.9(b)(ii) is the weekly rate prescribed by this Agreement for a Registered Nurse, Grade 5, 51 – 200 beds.

- 57.11 To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 57.9(a)(ii), this will be done either by:
- (a) the projected roster, being the roster the Employee would have worked had they not been on leave, or
 - (b) where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the Employee was not on the roster.

57.12 Effect of termination on annual leave

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

57.13 ADOs and annual leave

See clause 43 (Accrued Days Off).

58 Additional Leave – Entitlement to Four Clear Days

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

- 58.1 An Employee is entitled to four clear days in each fortnight of a four week roster cycle free from duty, including on-call/recall work.
- 58.2 An Employee who does not receive four clear days off duty (as described at subclause 58.1 above) and is required to be on-call:
- (a) on days the Employee is not rostered for duty; and
 - (b) for a minimum of two days during four or more four-week roster cycles during an anniversary year,

will accrue additional leave in accordance with the table below:

Number of 4 week roster cycles on call	Number of additional days leave
Less than 4	0
4 but less than 6	1
6 but less than 8	2
8 but less than 10	3
10 but less than 12	4
12 or more	5

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

the 12 month period immediately preceding the date of calculation to determine the amount of any additional leave.

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

59 Cashing Out of Annual Leave

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

(a) Written request and written agreement

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

(b) Terms of agreement must comply with terms

A written agreement must comply with the following terms:

- (i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than six weeks of accrued annual leave; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated Fund; and
 - (iv) an Employee cannot cash out more than 2 weeks paid annual leave in any 12-month period.
- (c) Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.

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

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

- (a) the requirement that paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than six weeks calculated using the new EFT fraction; and
- (b) the limit on cashing out no more than 2 weeks annual leave will not apply.

Example:

A part-time Employee recently reduced their contracted EFT from 32 hours per week to 16 hours per week. The Employee wishes to take two weeks annual leave. The Employee's payment for annual leave taken would be 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading.

The Employee has 160 hours of accrued annual leave (ie 5 weeks leave at their previous EFT, or 10 weeks' leave at their new EFT), before taking or cashing out any annual leave.

Subject to the Employee complying with this clause, the Employee may elect to cash out an additional 32 hours annual leave (plus annual leave loading), at the same time as taking annual leave, so that the total paid to the Employee during the period of leave is:

- (a) 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus
- (b) 32 hours' pay, plus annual leave loading, for annual leave cashed out.
- (c) At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part time hours. That is, the Employee will have:

160 hours accrued prior to the leave period, minus 32 hours taken, minus 32 hours cashed out = 96 hours (16 hours multiplied by 6 weeks) accrued annual leave at the end of the leave period.

60 Purchased Leave

This clause does not apply to casual Employees.

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

Example:

An Employee who purchased four (4) additional weeks leave would be paid 48/52 or 92.31% of the ordinary rate of pay throughout the relevant 12 month period. If an Employee purchased an additional 2 weeks leave, the Employee would be paid 50/52 or 96.15% of the ordinary rate of pay throughout the relevant 12 month period.

- 60.2 Purchased Leave may be taken in conjunction with other types of leave.
- 60.3 Purchased Leave must be used in the twelve-month period in which it is purchased.
- 60.4 The Employer may grant Purchased Leave for a twelve (12) month period, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- 60.5 Where the:
- (a) arrangement, has been varied or cancelled because of extraordinary circumstances; or

- (b) Employee's employment terminates; or
- (c) purchased leave has not been taken in the relevant 12 month period

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

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

61 Personal Leave

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

61.1 Amount of Paid Personal Leave

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

61.2 Payment for leave

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

61.3 Access to paid personal leave

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

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

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

61.5 Sick leave

(a) General

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

(b) Personal Leave to Attend Appointments

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

(c) Evidence requirements

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

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

(d) Exception to evidence requirement – single day absences

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

(e) Single Day Absences Without Certificate – Additional Leave

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

(f) Notice requirements

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

(g) Failure to provide notice of absence

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

61.6 Carer's leave

(a) Evidence requirements

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

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

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

(b) Notice requirements

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

- (i) the name of the person requiring care or support and their relationship to the Employee;
- (ii) the reasons for taking such leave; and
- (iii) the estimated length of absence.

If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer of the absence by telephone at the first opportunity on the day of absence.

(c) Unpaid leave where accruals exhausted

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

61.7 Personal leave on a public holiday

See also clause 56 (Public Holidays)

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

61.8 Portability of Personal Leave

(a) Where an Employee is and has been in the service of:

- (i) an Employer (as defined); or
- (ii) an Institution registered and subsidised under the Hospitals and Charities Act 1958, the Health Services Act 1988; or
- (iii) of the Cancer Institute Board; or
- (iv) of the Victorian Bush Nursing Association (Incorporated); or
- (v) a Bush Nursing institution; or
- (vi) a Statutory Authority including the Nurses Board of Victoria; or
- (vii) Fairfield Hospital Board; or

- (viii) the Royal District Nursing Service; or
- (ix) of the Australian Red Cross Blood Service

transfers to an (or another) Employer the Employer will credit accumulated Personal Leave to such an Employee up to a maximum of 180 working days in his or her new employment. The Employer may require an Employee to produce a written statement from his or her previous employing Institution specifying the amount of accumulated personal leave standing to the credit of such Employee at the time of leaving that previous employment.

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

61.9 Termination of Employment while on Personal Leave

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

62 Casual Employment – Caring Responsibilities

- 62.1 Subject to the evidentiary and notice requirements that apply to Carer's Leave under clause 61.6, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's immediate family or household because of:
 - (a) a personal illness, or personal injury, affecting them; or
 - (b) an unexpected emergency affecting them; or
 - (c) the birth of a child.
- 62.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be taken as a single continuous period of up to two days or any separate periods to which the Employer and Employee agree.
- 62.3 The casual Employee is not entitled to any payment for the period of non-attendance.
- 62.4 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

63 Fitness for Work

63.1 Fit for Work

- (a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- (b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- (c) In the event the Employee's manager forms a reasonable belief as defined at subclause 63.1(d) below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- (d) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- (e) In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- (f) The Employer will:
 - (i) take all reasonable steps to give the Employee an opportunity to answer any concerns;
 - (ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain work; and
 - (iv) take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain work.
- (g) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.
- (h) The Employee will provide a copy of the report to the Employer.
- (i) The Employer and Employee will meet to discuss any report.
- (j) If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner.

- (k) Where the Employee attends a medical practitioner under either subclauses 63.1(g) or (j) above:
 - (i) the Employee will be provided with a copy of any correspondence sent to the medical practitioner and any resulting report;
 - (ii) the Employer will pay for the cost of the appointment and report.
- (l) Nothing in this clause prevents an Employer from taking any reasonable step to ensure a safe work environment.

63.2 Reasonable Adjustments

- (a) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 63.2(b) below.
- (b) An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

(c) Definitions

- (i) **Disability** has the same meaning as section 4 of the EO Act and includes:
 - (A) total or partial loss of a bodily function; or
 - (B) presence in the body of organisms that may cause disease;
 - (C) total or partial loss of a part of the body; or
 - (D) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.
- (ii) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:
 - (A) the employee's circumstances, including the nature of the disability;
 - (B) the nature of the Employee's role;
 - (C) the nature of the adjustment required to accommodate the Employee's disability;
 - (D) the financial circumstances of the Employer;
 - (E) the size and nature of the workplace and the Employer's business;
 - (F) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;
 - (G) the consequences for the Employer in making the adjustment,
 - (H) the consequences for the Employee in not making the adjustment.

64 Family Violence Leave

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

64.1 General Principle

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

64.2 Definition of Family Violence

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

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

64.3 Eligibility

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

64.4 General Measures

- (a) Evidence of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and child health nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- (b) All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.
- (d) The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- (e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated

Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

- (f) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 64.5 and clause 64.6.
- (g) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.

64.5 Leave

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

64.6 Individual Support

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
 - (i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) temporary or ongoing job redesign or changes to duties;
 - (iii) temporary or ongoing relocation to suitable employment;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- (c) An Employee experiencing family violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local employee support resources. The EAP will include professionals trained specifically in family violence.
- (d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

65 Compassionate Leave

65.1 When is Compassionate Leave available

Compassionate leave may be available under this clause 65 to an Employee if a member of the Employee's immediate family or household:

- (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (b) dies
- (a "permissible occasion").

65.2 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

65.3 Employees other than casual Employees

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

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

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

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

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

65.7 Casual Employees

Subject to the evidence requirements described at subclause 65.8, a casual Employee is entitled to 2 days unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this subclause may be taken as:

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

65.8 Evidence – all Employees

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

66 Pre-natal Leave

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

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

67 Pre-adoption leave

- 67.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.
- 67.2 The Employee and the Employer should agree on the length of the unpaid leave.
- 67.3 Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave.
- 67.4 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

68 Parental Leave

68.1 Structure of clause

This clause is structured as follows:

- (a) Definitions: subclause 68.2
- (b) Long parental leave – unpaid : subclause 68.3
- (c) Short parental leave – unpaid: subclause 68.4
- (d) Paid parental leave: subclause 68.5
- (e) Notice and evidence requirements: subclause 68.6
- (f) Parental leave associated with the birth of a Child – additional provisions: subclause 68.7
- (g) Unpaid pre-adoption leave: subclause 68.8
- (h) Where placement does not proceed or continue: subclause 68.9
- (i) Special maternity leave: subclause 68.10
- (j) Variation of period of unpaid parental leave up to 12 months: subclause 68.11
- (k) Right to request extension of period of unpaid parental leave beyond 12 months: subclause 68.12
- (l) Parental leave and other entitlements: subclause 68.13
- (m) Transfer to a safe job: subclause 68.14
- (n) Returning to work after a period of parental leave: subclause 68.15
- (o) Replacement Employees: subclause 68.16
- (p) Communication during parental leave – organisational change: subclause 68.17
- (q) Keeping in touch days: subclause 68.18

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

68.2 Definitions

For the purposes of this clause:

- (a) **Child** means:
 - (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or
 - (ii) in relation to adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**).
- (b) **Continuous Service** includes continuous service with one and the same Employer or continuous service with more than one Employer including Institutions or Statutory Bodies (as defined at subclause 70.1), and includes any period of employment that would count as service under the Act.
- (c) **Eligible Casual Employee** means an Employee employed by the Employer in casual employment on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- (d) **Eligible Employee** for the purposes of this clause 68 means an Employee who has at least 12 months' Continuous Service or an Eligible Casual Employee as defined above.
- (e) **Employee Couple** has the same meaning as under the Act.
- (f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under subclause 68.3. A person taking Long Parental Leave under subclause 68.3 is the Primary Carer for the purpose of this clause.
- (g) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.
- (h) **Short Parental Leave** means the up to eight weeks' concurrent parental leave an Eligible Employee who will not be the Primary Carer of a Child may take under subclause 68.4.
- (i) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

68.3 Long Parental Leave – Unpaid

- (a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:
 - (i) the leave is associated with:

- (A) the birth of a Child of the Eligible Employee or the Eligible Employee's Spouse; or
- (B) the placement of a Child with the Eligible Employee for adoption; and
- (ii) the Eligible Employee is the Primary Carer.
- (b) The Eligible Employee must take the leave in a single continuous period.
- (c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 68.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one parent of an Employee Couple at a time in a single continuous period.
- (d) Each member of an Employee Couple may take a separate period of up to 12 months of Long Parental Leave less any period of Short Parental Leave taken by the Eligible Employee.
- (e) An Eligible Employee may be able to extend a period of unpaid parental leave in accordance with subclause 68.11.

68.4 Short Parental Leave – Unpaid

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

68.5 Paid Parental Leave

- (a) Upon an Eligible Employee commencing parental leave:
 - (i) a Primary Carer taking Long Parental Leave will be entitled to 10 weeks' paid parental leave and superannuation in accordance with subclause 27.5(c); and
 - (ii) a non-Primary Carer taking Short Parental Leave will be entitled to one week's paid parental leave;

save that an Eligible Employee who has taken Short Parental Leave does not also receive the Long Parental Leave entitlement at (i), even if the Eligible Employee later takes Long Parental Leave.
- (b) Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation)
- (c) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.
- (d) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks

prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

- (e) A variation to the payment of paid parental leave resulting in the paid leave being spread over more than 10 weeks does not affect the period of continuous service recognised. For example, an Employee taking 20 weeks at half pay will, for the purpose of calculating continuous service, have ten weeks of continuous service recognised. An Employee taking five (5) weeks at double pay will have 10 weeks of continuous service recognised.
- (f) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES / this Agreement.

68.6 Notice and evidence requirements

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

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

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

require the Eligible Employee to provide a medical certificate stating that she is fit for work and, if so, whether it is inadvisable for her to continue in her present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

- (ii) Where a request is made under subclause 68.7(b)(i) and an Eligible Employee:
 - (A) does not provide the Employer with the requested certificate within seven days of the request; or
 - (B) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work;

the Employer may require the Eligible Employee to commence their parental leave as soon as practicable.

- (iii) Where a request is made under subclause 68.7(b)(i) and an Eligible Employee provides a medical certificate that states that the Eligible Employee is fit for work but it is inadvisable for the Eligible Employee to continue in her present position during a stated period, subclause 68.14 (Transfer to a safe job) will apply.

68.8 Unpaid pre-adoption leave

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

68.9 Where placement does not proceed or continue

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

68.10 Special maternity leave

(a) Entitlement to unpaid special birth-related leave

- (i) A female Eligible Employee is entitled to a period of unpaid special leave if she is not fit for work during that period because:
 - (A) she has a pregnancy-related illness; or
 - (B) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the Child otherwise than by the birth of a living Child.
- (ii) A female Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.

- (iii) Where the pregnancy ends more than 28 weeks from the expected date of birth of the Child, the Eligible Employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions.

(b) Entitlement to paid special birth-related leave

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

(c) Evidence

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

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

- (a) Where an Eligible Employee has:
 - (i) given notice of the taking of a period of Long Parental Leave under subclause 68.3; and
 - (ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and
 - (iii) the Eligible Employee has commenced the period of Long Parental Leave, the Eligible Employee may apply to the Employer to extend the period of parental leave on one occasion. Any extension is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in subclause 68.3 or subclause 68.11.
- (b) If the Employer and Eligible Employee agree, the Eligible Employee may further change the period of parental leave.

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

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

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

(c) Response to be in writing

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

(d) Refusal only on reasonable business grounds

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

(e) Reasons for refusal to be specified

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

(f) Reasonable opportunity to discuss

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

(g) Employee Couples

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

(i) the request must specify any amount of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken in relation to the Child before the extension starts;

(ii) the period of extension cannot exceed 12 months, less any period of Long Parental Leave that the other member of the Employee Couple has taken, or will have taken, in relation to the Child before the extension starts;

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

(h) No extension beyond 24 months

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

68.13 Parental leave and other entitlements

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

68.14 Transfer to a safe job

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

(i) illness or risks arising out of the pregnancy, or

(ii) hazards connected with the position,

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

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

If:

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

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

- (c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's rate of pay set out in Part 1 of Appendix 2 for the Eligible Employee's ordinary hours of work in the risk period.
- (d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.
- (e) If an Eligible Employee, during the six week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.
- (f) If, the Eligible Employee has either:
 - (i) not complied with the request from the Employer under (e) above; or
 - (ii) provided a medical certificate stating that she is not fit for work; thenthe Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

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

If:

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

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

68.15 Returning to work after a period of parental leave

- (a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.
- (b) An Eligible Employee will be entitled to return:
 - (i) unless subclause 68.15(b)(ii) or subclause 68.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;

- (ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to subclause 68.14), to the new position;
 - (iii) if subclause 68.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or his or her Spouse, to the position held immediately before starting to work part-time.
- (c) Subclause 68.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under subclause 68.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.
 - (d) Where the relevant former position (per subclauses 68.15(b) and 68.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.
 - (e) The Employer must not fail to re-engage an Eligible Employee because:
 - (i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or
 - (ii) the Eligible Employee is or has been immediately absent on parental leave.
 - (f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

68.16 Replacement Employees

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

68.17 Communication during parental leave – organisational change

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

- (c) The Eligible Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with subclause 68.17.

68.18 Keeping in touch days

- (a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.
- (b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:
 - (i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - (ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and
 - (iii) the day is not within:
 - (A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day – 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or
 - (B) otherwise – 42 days after the date of birth, or day of placement, of the Child; and
 - (iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days.
- (c) The Employer must not exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day.
- (d) For the purposes of subclause 68.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave:
 - (i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under subclause 68.3; and
 - (ii) an extension of the period of Long Parental Leave under subclause 68.11.

69 Breastfeeding

69.1 Paid break

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

69.2 Place to express or feed

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

69.3 Storage

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

70 Long Service Leave

70.1 Definitions

For the purpose of this clause the following definitions apply:

- (a) **Eligible Employee** means an Employee who is entitled to long service leave under the NES or this Agreement.
- (b) **Pay** means remuneration for an Eligible Employee's normal weekly hours of work calculated at the Eligible Employee's ordinary time rate of pay provided in [Appendix 2](#), at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and will include the amount of any increase to the Eligible Employee's ordinary time rate of pay which occurred during the period of leave.
- (c) **Month** means a calendar month.
- (d) **Institution** means any employer, or a hospital or benevolent home, community health centre, Society or Association:
 - (i) named in [Appendix 1](#) of this Agreement;
 - (ii) that was registered and subsidised pursuant to the *Hospital and Charities Act 1958* or the *Health Services Act 1988*;
 - (iii) the Cancer Institute constituted under the *Cancer Act 1958*;
 - (iv) the Fairfield Hospital Board;
 - (v) the Victorian Bush Nursing Association (Inc.); or
 - (vi) a Bush Nursing institution.
- (e) **Statutory Body** means the Hospital and Charities Commission of Victoria, a public entity within the meaning of the *Public Administration Act 2004* (Vic), the Department of Education and Early Childhood Development, the Health Commission of Victoria, Health Department Victoria, the Department of Human Services and the Nurses Board of Victoria.
- (f) **Transfer of business** occurs in the circumstances described at s.311 of the Act.

70.2 Entitlement

An Eligible Employee will be entitled to long service leave on pay, in respect of continuous service with the same Employer or continuous service with Institutions or Statutory Bodies as follows:

- (a) 6 months of long service leave on completing 15 years continuous service; and
- (b) 2 months long service leave on ordinary pay on completing each period of 5 years of continuous service after the first 15 years of continuous service.

70.3 Taking of leave

(a) When Leave is to be taken

Long service leave will be granted by the Employer within six months from the date of the entitlement under clause 70.2, save that:

- (i) long service leave may be postponed to a mutually agreeable date; and
- (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six months from the date of such determination.

(b) How leave is to be taken

Long service leave will be taken:

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

(c) Flexible taking of leave: Double leave at half pay or half leave at double pay

- (i) An Employer may approve an application by an Eligible Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
- (ii) Eligible Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 70.3(c). The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (iii) The Employer, if requested by the Eligible Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under subclause 70.3(c)(i).
- (iv) If granting the request under this sub-clause would result in an additional cost to the Employer, then it is not practical to grant an Eligible Employee's request.
- (v) Flexible taking of long service leave does not affect an Employees period of continuous service recognised. For example, and Employee taking 12 months at half pay will, for the purpose of calculating continuous service, have six (6) months of continuous service recognised. An Employee taking three (3) months at double pay will have 6 months of continuous service recognised. In either case service will not be broken.

(d) Long Service Leave in advance

If an Eligible Employee has completed ten years' continuous service, an Employer may grant long service leave.

(e) Long Service Leave is inclusive of Public Holidays and Accrued days off

See also clauses 56 (Public Holidays) and 43 (Accrued Days Off)

Long service leave is inclusive of any public holiday or ADO.

70.4 Payment for period of leave

- (a) Payment will be made in one of the following ways:
 - (i) in full in advance when the Eligible Employee commences her/his leave; or
 - (ii) at the same time as payment would have been made if the Eligible Employee had remained on duty; or
 - (iii) in any other way agreed between the Employer and the Eligible Employee.

- (b) Where an Eligible Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Eligible Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

70.5 Calculating continuous service

(a) Service With More Than One Employer

Subject to this clause, the continuous service of an Eligible Employee with an Institution or Statutory Body will include service for which long service leave or payment in lieu has not been received, in one or more Institutions or Statutory Bodies directly associated with such Institution/s save that:

- (i) when calculating the aggregated continuous service, any period of employment with an Institution or Statutory Body of less than six months will be disregarded; and
- (ii) the onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Eligible Employee concerned. A Certificate of Service in accordance with [Appendix 5](#) will constitute acceptable proof.

(b) Continuous Employment – Mixed Full-time/Part-time and Casual

- (i) **'Permanent Accrual Rate'** means an accrual rate of 1.733 weeks' per year of service, in accordance with subclause 70.2 for a full-time or part-time Employee
- (ii) **'Casual Accrual Rate'** means an accrual rate of 0.8667 weeks' per year of service
- (iii) Where an Employee has Continuous Employment that includes a mixture of full-time/part-time, on the one hand, and casual employment on the other, the accrual rates for long service leave will correspond to the relative periods of each type of the employment. That is, periods of full-time/part-time service will, for long service leave purposes, accrue at the Permanent Accrual Rate and the periods of casual employment will accrue at the Casual Accrual Rate. If engagement patterns vary throughout a period of Continuous Employment, then the relevant accrual rates for long service leave will correspond to the specific periods of full-time/part-time employment and casual engagement.
- (iv) For the purpose of this clause, 'Continuous Employment' has the same meaning as Sections 62 and 62A of the *Long Service Leave Act 1992* (Vic).
- (v) The provisions of this subclause are to be read subject to the whole of clause 69 the *Long Service Leave Act 1992* (Vic), the NES, and any binding authority of a Court of Competent Jurisdiction.

(vi) Example

- (A) An Employee was continuously employed from 1 January 2008 until 31 December 2025 based on the following breakdown:
 - (1) The Employee was engaged on a casual basis from 1 January 2008 until 31 December 2010.
 - (2) The Employee was then employed on full-time basis from 1 January 2011 until 31 December 2015.

- (3) The Employee took unpaid parental leave from 1 January 2016 until 31 December 2016.
- (4) The Employee then returned from unpaid parental leave on a part-time basis for the period 1 January 2017 until 31 December 2022.
- (5) The Employee was then engaged on a casual basis from 1 January 2023 until 31 December 2025.

(B) The Employee accrues long service leave on the following basis:

Period	Nature of Employment of Leave	Accrual Rate for LSL Purposes (Weeks Per Year of Service)	Duration of Period	Total Amount of LSL Accrued for Period (in Weeks)	Comment
1/1/2008 – 31/12/2010	Casual	0.8667 (13 weeks after 15 years' service)	3 years	2.6000 (3 years x 0.8667)	
1/1/2011 – 31/12/2015	Full-time	1.733 (26 weeks after 15 years' service)	5 years	8.667 (5 years x 1.733)	
1/1/2016 – 31/12/2016	Unpaid Parental Leave	NIL	1 year	NIL	No accrual of LSL during unpaid Parental Leave.
1/1/2017 – 31/12/2022	Part-time	1.733	6 years	10.4000 (6 years x 1.733)	
1/1/2023 – 31/12/2025	Casual	0.8667	3 years	2.6000 (3 years x 0.8667)	
Total				24.667 weeks of accrued LSL	

(c) Concurrent Service

Concurrent service remains separate and distinct until an Eligible Employee terminates employment with one employer, except where the Eligible Employee receives a payment in lieu of long service leave.

Example:

An Eligible Employee is employed at the same time by Employer A, and Employer B.

The Eligible Employee accrues service towards long service leave at each of Employer A and Employer B.

If the Eligible Employee had been employed by Employer A for 11 years and Employer B for 8 years, the Eligible Employee can take LSL from Employer A, but would need to continue working at Employer B until the 10 years threshold was met.

If the Eligible Employee resigned from both Employer A and Employer B, and went to work for Employer C, the Eligible Employee could:

- (a) transfer the 8 years' service with Employer B to Employer C; and
- (b) have the accrued LSL from the 10 years' service with Employer A paid out in lieu on termination.

(d) Continuous service and its interaction with absences or interruptions in employment

The absences or interruptions mentioned in this subclause do not break an Eligible Employee's continuous service.

(i) Periods that count towards continuous service

The following periods count towards an Eligible Employee's period of continuous service:

- (A) the taking of any paid leave (including annual leave, personal leave and long service leave);
- (B) any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
- (C) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (D) any absence on account of injury arising out of or in the course of the employment for a period during which an Eligible Employee is receiving accident pay under clause 29 (Accident Make-Up Pay);
- (E) any unpaid leave of absence of the Eligible Employee, including unpaid Parental Leave, where the absence is authorised in advance in writing by the Employer to be counted as service;
- (F) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001*;
- (G) a period of absence on community service leave under the Act.

(ii) Periods that do not break continuous service but do not count towards continuous service

Unless otherwise agreed in writing in advance, the following periods do not break continuous service but do not count towards an Eligible Employee's continuous service:

- (A) any other authorised period of unpaid leave including unpaid parental leave;
- (B) any interruption arising directly or indirectly from an industrial dispute;
- (C) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment;
- (D) the dismissal of an Eligible Employee if the Eligible Employee is re-Employed within a period not exceeding two months from the date of such dismissal;
- (E) any absence on account of injury arising out of or in the course of her/his employment not covered by a period in which an Eligible Employee is receiving accident make up pay or other paid leave;
- (F) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given;
- (G) any absence from work of a female Eligible Employee for a period not exceeding twelve months in respect of any pregnancy.

70.6 Records

The Employer will keep a long service leave record for each Eligible Employee, containing particulars of service, leave taken and payments made.

70.7 Transfer of business

Where a transfer of business occurs, an Employee who worked with the old employer and who continues in the service of the new employer will be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.

70.8 Termination of Employment

(a) Basic entitlement at termination of employment

An Eligible Employee with ten or more years of continuous service is entitled to payment in lieu of untaken long service leave upon termination of employment equal of one thirtieth of the period of continuous service less any long service leave taken except where an Eligible Employee who has completed at least ten but less than fifteen years continuous service where the Eligible Employee makes the election at subclause 70.8(b) below.

(b) Election for payment of entitlement or transfer of entitlement at termination

An Eligible Employee who has completed at least ten but less than fifteen years' continuous service who intends to be re-employed by another Institution or Statutory Body may:

- (i) request in writing that payment for accrued long service leave be deferred until after the Eligible Employee's allowable period of absence has expired; and
- (ii) where the Eligible Employee notifies the Employer in writing within the allowable period of absence that the Eligible Employee has been employed by another Institution or Statutory Body the Employer is no longer required to make payment to the Eligible Employee in respect of such leave. Where such written notice is not provided within the allowable period of absence

the Employer will, upon the expiration of the allowable period of absence, make payment in lieu of long service leave as per subclause 70.8(a).

(c) Payment in lieu of long service leave on the death of an Eligible Employee

Where an Eligible Employee who has completed at least ten years' service dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Eligible Employee's personal representative equal to one thirtieth of the period of continuous service less any long service leave taken.

71 Blood Donors Leave

Employers will release Employees upon request to donate blood where a collection unit is on site or by arrangement at the local level.

72 Leave to Engage in Emergency Management Activities

72.1 Unpaid emergency management leave

An Employee who engages in an eligible emergency management activity (as defined below) is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

72.2 Meaning of eligible emergency management activity

An Employee engages in an eligible emergency management activity if, and only if:

- (a) the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the Employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
 - (i) the Employee was requested by or on behalf of the body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

72.3 Meaning of a recognised emergency management body

A recognised emergency management body has the same definition as under the Act and includes:

- (a) a body, or part of a body, that has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters; and
 - (ii) is prepared by the Commonwealth, a State or a Territory; or
- (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (c) any other body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster; or
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster;
- (d) but does not include a body established, or continued in existence, for the purpose, or for purposes that include the purpose, of entitling Employees to be absent from their employment under the NES or this clause.

72.4 Notice and evidence requirements

- (a) An Employee who wants an absence from his or her employment to be covered by subclause 72.1 must give the Employer notice of the absence.
- (b) The notice must:
 - (i) be given to the Employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) advise the Employer of the period, or expected period, of the absence.

(c) Evidence

An Employee who has given his or her Employer notice of an absence under subclause 72.4(a) must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

(d) Compliance

An Employee's absence from his or her employment is not covered by subclause 72.1 unless the Employee complies with this subclause 72.4.

72.5 Paid emergency management leave

Each Employer will maintain a policy that facilitates an Employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance to be released from normal duty without loss of pay:

- (a) where a local emergency situation arises that requires the attendance of the Employee;
- (b) to attain required qualifications or to requalify to perform activities in an emergency relief organisation.

Provided that such leave can be facilitated without unreasonably affecting the operations of the Employer.

73 Ceremonial leave

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

74 Jury Service

- 74.1 An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:
- (a) the amount paid in respect of attendance for jury service; and
 - (b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.
- 74.2 An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

75 Professional Development Leave

This clause does not apply to casual Employees.

75.1 Professional Development Leave

- (a) All Nurses and Midwives must meet the continuing professional development (CPD) standards of the Nursing and Midwifery Board of Australia.
- (b) CPD means activities that maintain knowledge in the Employee's current area of practice, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The CPD cycle involves:
 - (i) reviewing practice; and
 - (ii) identifying learning needs; and
 - (iii) planning and participating in relevant learning activities; and
 - (iv) reflecting on the value of those activities.
- (c) Professional development leave includes conference/seminar leave and may also be utilised for activities including research or home study.

75.2 Amount of professional development leave

- (a) All Employees are entitled to five days' paid professional development leave (as defined in clause 75.1(b)).
- (b) An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.
- (c) The entitlement for Part-time Employees will be on a pro rata basis.
- (d) Professional development leave does not accumulate from year to year.

75.3 Payment

A day for the purposes of professional development leave is the Employee's normal shift length.

75.4 Application

Professional development leave is available only on application by the Employee. An Employee must apply in writing to the Employer at least six weeks prior to the proposed professional development leave date. If the professional development leave is to undertake home study, the Employee's application will detail the relevance of the study to the Employee's employment.

75.5 Response to application

- (a) An application for professional development leave will be approved by the Employer unless there are exceptional circumstances that justify non-approval.
- (b) The Employer must notify the Employee in writing whether the leave request is approved within seven days.

- (c) If the leave is not approved, the reasons will be included in the notification to the applicant.
- (d) The use of professional development leave is at the sole discretion of the Employee and except for the conditions in this clause, no other conditions attach to the granting of professional development leave.

75.6 Leave not granted

Where a valid application is made for professional development leave (in whole or part) but no leave is granted during the calendar year, one day's leave will be added to the Employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the Employee.

75.7 Where leave occurs on a rostered day off

Professional development leave need not take place on a day that the Employee would otherwise work. In those circumstances the Employer will do one of the following:

- (a) allocation of a day's professional development leave paid at the ordinary rate of pay; or
- (b) time off in lieu on a mutually agreed day, to be granted within 28 days; or
- (c) where time off in lieu is not agreed or does not occur within 28 days, an additional day's ordinary pay; or
- (d) an additional day's annual leave which will not attract leave loading.

76 Study Leave

This clause does not apply to casual Employees.

See subclause 4.2 (Relevant qualification/relevant component of qualification etc.) for considerations relating to relevance.

76.1 When paid study leave is available

- (a) Paid study leave will be available to all Employees where a component of the course is relevant to the work of the Employee.
- (b) Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.
- (c) A part-time Employee will be entitled to paid study leave on a pro-rata basis.
- (d) Leave pursuant to this clause does not accumulate from year to year.

76.2 Application

An Employee wishing to take study leave must:

- (a) apply in writing to the Employer as early as possible prior to the proposed leave date; and
- (b) include with the application:
 - (i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and
 - (ii) details of the relevance of the course to the Employee's employment.

76.3 Response to application

- (a) The Employer will not unreasonably refuse a request for study leave.

- (b) The Employer must, within seven days of the application being made, notify the Employee in writing whether the application for study leave has been approved.

77 Examination Leave

This clause does not apply to casual Employees.

77.1 Where examination leave is available

Examination leave is for undertaking and/or preparing for examinations in a course of study. Examinations include major assessment tasks, take home exams and other methods of student assessment.

77.2 Examination leave

Employees who meet the criteria in this clause are entitled to five days paid examination leave per year. Leave entitlements pursuant to this clause will not accumulate from year to year.

77.3 Employee eligibility

To be eligible for examination leave, an Employee must:

- (a) be employed to work, on average, at least three shifts or 24 hours per week; and
- (b) have been employed for not less than eighteen (18) months by their current Employer immediately prior to taking of examination leave.

77.4 Eligible course of study

- (a) To be eligible for examination leave, the course of study must be:
 - (i) related to the Employee's Classification in Grades duty requirements; and
 - (ii) relevant to advancement through the career structure and to employment at the establishment.
- (b) Such a course of study would normally be undertaken in a Tertiary Institution.

77.5 Time of taking leave

Examination leave will be taken at a time that is agreed between the Employer and the Employee. The Employer will not unreasonably withhold approval for such leave.

77.6 Payment

A day for the purposes of examination leave is the Employee's normal shift length.

78 Staff Replacement

All absences resulting from approved leave under clauses 75 (professional development leave), 76 (study leave) and 77 (examination leave) will be back-filled in clinical areas where that Employee would ordinarily have a patient allocation.

79 Post-registration Students

79.1 **Post-registration student** means an Employee who is:

- (a) a Registered Nurse; and
- (b) undertaking post-registration study.

- 79.2 **Post-registration study** means :
- (a) study leading to registration as a midwife; or
 - (b) study for the purpose of obtaining a post registration qualification.
- 79.3 **Substantive Salary** means at the Employee's appropriate rate of pay according to the Employee's classification and Years of Experience as a Registered Nurse as normally in place before proceeding to commence as a student.
- 79.4 A post-registration student who is undertaking the post-registration study with the agreement of the Employer and as part of their employment will be paid for that period, including periods of clinical placement/supervised experience, at her/his Substantive Salary in accordance with the Employee's employment arrangement.
- 79.5 A post-registration student who is undertaking the post-registration study outside of any employment arrangement with their Employer, whose Employer has the clinical setting to provide their periods of supervised experience, will pay the Employee their substantive salary while undertaking supervised experience (excluding clinical placement).
- 79.6 Nothing in subclauses 79.4 or 79.5 above affects an Employee's grade or increment otherwise applicable for work performed during the period of study that is not a direct requirement of the post-registration study.
- 79.7 The period for which a Registered Nurse/Midwife is paid will be counted in the Employee's Years of Experience as a Registered Nurse/Midwife.
- 79.8 Nothing in this clause will affect current arrangements in place with an Employee at the commencement of this Agreement.

PART I – UNION MATTERS AND SERVICE DELIVERY PARTNERSHIP PLAN

80 Union Matters

80.1 Access to Employees – General

The Union will have access to Employees for any process arising under this Agreement.

80.2 Access to Employees – Electronic communication

The Employer will ensure that:

- (a) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;
- (b) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;
- (c) access from health service computers and like devices to Union websites and online information is not blocked, or limited; and
- (d) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

80.3 Access to Employees – Orientation

- (a) The Union may attend and address new Employees as part of orientation / induction programs for new Employees, provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Employer in consultation with the Union.
- (b) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation / induction program.
- (c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation / induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation / induction programs are conducted on-line or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

80.4 Delegates and HSRs

NOTE: Additional rights of HSRs are contained in the OHS Act.

- (a) In this subclause 80.4 Representative means a Union Delegate, or HSR.
- (b) A Representative is entitled to reasonable time release from duty to:
 - (i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;

- (ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a union member;
 - (iii) appear as a witness or participate in conciliation or arbitration, before the Commission;
 - (iv) present information on the Union at orientation sessions for new Employees.
- (c) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.
- (d) A Representative will be provided with access to facilities such as telephones, computers, email, noticeboards and meeting rooms in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of an HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

80.5 Noticeboard

- (a) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.
- (b) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

80.6 Meeting Space

In the absence of agreement on a location for the holding of Union meetings, the room where one or more of the Employees who may participate in the meeting ordinarily take meal or other breaks will be the meeting room for the purpose of Union meetings. Nothing in this clause is intended to override the operation of the Act.

80.7 Secondment to the Union

The Employer will, on application, grant leave without pay to an Employee for the purpose of secondment or other arrangement to work for the Union subject to the Employer's reasonable operational requirements.

80.8 Employees holding union official positions

The Employer will, on application by the Union, grant leave without loss of pay to an Employee for the purpose of fulfilling their duties as an official of the Council or Executive body of the Union. For a member of the ANMF Council, this currently involves 11 half day meetings per year (plus travel time). For Executive Council members this involves an additional 11 half day meetings (plus travel time).

80.9 Union Training

NOTE: an HSR may be entitled to any training in accordance with the OHS Act rather than, or in addition to, this clause.

- (a) Subject to the conditions in this subclause 80.9, Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.
- (b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.

- (c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.
- (d) Leave under this subclause is granted on the following conditions:
 - (i) applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application;
 - (ii) the training is conducted by the Union, an association of unions or accredited training provider; and
 - (iii) the application is made as early as practicable and not less than two (2) weeks before the training.
- (e) The Employee will be paid their 'ordinary pay' (as defined at 57 Annual Leave) for normal rostered hours (set out in [Appendix 2](#)), but excluding shift work, overtime and other allowances.
- (f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.
- (g) Leave granted under this clause will count as service for all purposes of this Agreement.
- (h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

80.10 Workplace Implementation Committees

- (a) A local Workplace Implementation Committee (**WIC**) will continue or, if there is not currently a WIC in operation, be established at each Employer. Having regard for the size and location, a WIC may be appropriate at each facility/campus. The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the ANMF for the purposes of:
 - (i) agreement implementation;
 - (ii) on-going monitoring and assessment of the implementation of this Agreement; and
 - (iii) to deal with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.
- (b) Priority items for consideration by the WIC will include the matters arising under clause 64 (Family Violence) and this clause 80 (Union Matters).

81 Service Delivery Partnership Plan

- 81.1 The parties are committed to contributing to the improvement of the productivity and efficiency of the Victorian public health by:
- (a) improving patient treatment times through flow improvements and discharge practices;
 - (b) enhancing patient safety through increased immunisation/vaccination rates;
 - (c) reducing illness and injury through occupational health and safety interventions;
 - (d) replacing agency staff with bank and permanent staff where possible;
 - (e) collaboration between the parties to reduce the environmental impact of health services;

- (f) modernising the NUM structure through joint development of a three level NUM structure;
 - (g) reducing disputation through joint education programs for Nurse Managers;
 - (h) recognising the role of advanced practice and other evolving roles through and the creation of a joint Statewide Classification Committee;
 - (i) modernising the agreement through the development and implementation of common enterprise agreement clauses across agreements in the Victorian public health sector where possible; and
 - (j) jointly working to enable the Victorian health system to excel in meeting the National Safety and Quality Health Service Standards.
- 81.2 The Employers, Employees, ANMF and VHIA recognise the evolving role of the Nurse Unit Manager may not be adequately reflected in the current classifications and grades of this Agreement.
- 81.3 To facilitate the achievement of the above initiatives the parties agree to establish a SDPPWG within six months of the agreement being approved by the Commission. The role of the SDPPWG will be to discuss, implement and monitor progress towards achieving the initiatives outlined in this clause.
- 81.4 The SDPPWG will comprise nominated representatives from the union, the VHIA and DHHS (as required). The SDPPWG may, by agreement, establish sub-groups or delegate individual matters to a relevant health service(s) as required
- 81.5 The SDPPWG will examine the contemporary role of the NUM to develop a three level classification structure, which reflects the roles:
- (a) complexity,
 - (b) level of autonomy,
 - (c) access to health service infrastructure and support,
 - (d) responsibility, and
 - (e) governance obligations.
- 81.6 The SDPPWG will examine the current nursing structure within stand alone community health centres.
- 81.7 A dispute over the implementation of this clause will be dealt with through conciliation in accordance with clause 13 - Dispute Resolution Procedure.

PART J – CLASSIFICATIONS AND STAFFING

82 Enrolled Nurses – Classification

82.1 Enrolled Nurse Level 1 (EN1)

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.
- (c) **Progression** – An EN1 will progress through the increments on completion of a year of experience, including previous experience.
- (d) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

82.2 Enrolled Nurse Level 2 (EN2)

- (a) **Cert IV Entry** - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN Level 2.6.
- (b) EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (c) **Diploma Entry** - EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the employee will progress to the next increment up to and including EN 2.7.
- (d) EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.
- (e) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.
- (f) There is no automatic progression for an EN2 to the EN3 classification.

82.3 Enrolled Nurse Level 3 (EN3)

- (a) EN3.1 applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines but who meets the criteria in subclause 82.6

- (b) EN3.2 applies to an Enrolled Nurse with an Administration of Medication Scope of up to four routes and who meets the criteria in subclause 82.6.
- (c) EN3.3 applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and who meets the criteria in subclause 82.6.

82.4 Translation Arrangements

- (a) An existing Enrolled Nurse as at 31 March 2012 who does not hold a NMBA approved qualification in administration of medicines will translate to EN1 at the same increment, or where this no longer exists, the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN1.6.
- (b) An existing Enrolled Nurse as at 31 March 2012 who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes will translate to EN2 at the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN2.6.
- (c) An existing Enrolled Nurse as at 31 March 2012 who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes will translate to EN2 at the increment immediately above their current rate (prior to the wage increase applicable on 31 March 2012) and on completion of each year of experience thereafter progress to the next increment up to and including EN2.7.
- (d) Translation arrangements for Enrolled Nurse Level 3 (Advanced EN)
 - (i) Enrolled Nurse Level 3.1

Applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines and, as at 31 March 2012, was in receipt of the Senior Allowance.
 - (ii) Enrolled Nurse Level 3.2

Applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes and, as at 31 March 2012, was in receipt of the Senior Allowance.
 - (iii) Enrolled Nurse Level 3.3

Applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and, as at 31 March 2012, was in receipt of the Senior Allowance.

82.5 Recruitment and appointment to EN (new or vacant positions)

- (a) An Employer may advertise an EN vacancy as an EN1, EN2 or EN3 position, dependent upon the role.
- (b) A position will be advertised at EN3 where the work to be performed by the successful applicant is intended to include four or more of the criteria in subclause 82.7.

- (c) Appointment of an EN1 will only occur where the successful applicant does not hold a NMBA approved qualification in administration of medicines.
- (d) Appointment of an EN2 will be subject to the successful applicant having a NMBA approved qualification in administration of medicines. The successful applicant will be remunerated at the EN2 level consistent with the number of routes of their Administration of Medication Scope.
- (e) Appointment to EN3 position will apply where:
 - (i) the successful applicant has applied for a position advertised as EN3; or
 - (ii) a decision is made on interview to classify the applicant as EN3; or
 - (iii) the successful applicant provides acceptable evidence that they are an existing EN3. Acceptable evidence includes:
 - (A) payslip; or
 - (B) certificate of service; or
 - (C) letter of appointment.

82.6 Enrolled Nurse Level 3 Advancement Criteria

- (a) To meet the advancement criteria, an Enrolled Nurse is to meet both (b)(i) and (b)(ii) below before making an application.
- (b) The eligibility criteria are:
 - (i) can provide evidence of achievement of four out of the ten Advanced Enrolled Nurse Level 3 Competency Standards below; AND
 - (ii) either:
 - (A) a minimum of four years post registration experience as an Enrolled Nurse;
 - OR
 - (B) a post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role.

82.7 Advanced Enrolled Nurse Level 3 Competency Standards:

The following are examples of competency standards that meet the criteria in clause 82.6(b)(i) above. **[Explanatory note - The Employers, Employees, the VHIA and Unions recognise that additional opportunities may exist that are comparable in terms of skill or responsibility to those below. A lack of opportunity to meet sufficient standards is not to be used as a rationale for denying an employee classification at EN3.]**

- (a) Contributes to the education of new graduate Enrolled Nurses and/or Trainee Enrolled Nurses. For example, the Advanced Enrolled Nurse may precept or mentor new graduate Enrolled Nurses, and/or Trainee Enrolled Nurses or contribute to the performance appraisal of less experienced Enrolled Nurses;
- (b) The Enrolled Nurse is involved in committees and working parties within and/or beyond the work unit;
- (c) Assists in the coordination of delegated activities of other staff under the guidance and direction of the Registered Nurse. For example, guides and supports activities of other Enrolled Nurses.

- (d) Act as a resource to others. For example, may take responsibility for a specific task, such as equipment maintenance schedules, budgets, rosters or stock control.
- (e) Contributes to quality improvement within their work area or the workplace and/or changes in enrolled nursing practice initiatives. For example, identifies risks and potential outcomes during assessments or identifies and implements harm minimisation strategies.
- (f) Practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice. For example, applies acquired knowledge in wound or continence management or dementia or child or family health care in the provision of care.
- (g) Modifies practice to accommodate patient/client health care needs of individuals and groups in different environments. For example, contributes to effective utilisation of nursing resources in the context of changing workloads or responds effectively to changes in clinical situations.
- (h) Undertakes an additional responsibility either individually or as part of a clinical/quality team e.g. resource nurse, occupational health and safety rep, No-lift/back attack/smart moves/back off/ back 4 life portfolio, alcohol and other drugs portfolio, continence resource officer, ACFI officer, infection control, falls prevention, pressure ulcer prevention, mental health portfolio, rehabilitation program co-ordination, Quality Improvement activities.
- (i) Is aware of and functions in accordance with legislation, policies and procedures affecting enrolled nursing practice. For example, able to discuss the implications of Acts and legislation governing practice.
- (j) Actively participates in team leadership and decision making. For example, participates in quality improvement activities or orientates new staff to local practices.

82.8 Portability of EN3 classification

- (a) An Enrolled Nurse classified at EN3 will be paid for all hours worked at the EN3 classification and continue to be employed at Level 3 across the public sector including in the event they change employer.
- (b) Evidence required to demonstrate EN3 to a new Employer will be any one of the following
 - (i) payslip; or
 - (ii) certificate of service; or
 - (iii) letter of appointment

82.9 Applications for advancement to EN3

- (a) Application principles
 - (i) The process for applications for Enrolled Nurse Level 3 should ensure that applicants have equal opportunity to demonstrate their suitability.
 - (ii) Applicants should have reasonable access to the same information relevant to the Level 3 criteria.
 - (iii) No restrictions, other than the set eligibility requirements, are to apply.
 - (iv) Potential applicants should be allowed reasonable time to prepare for the process.

- (b) Application process
 - (i) Applications will be considered by the Employer twice per year. Applications will open for a period of 14 days.
 - (ii) Written applications are to be made to the NUM (or equivalent position).
 - (iii) The written application must address the criteria in this Agreement, including:
 - (A) evidence of achievement of four out of ten of the Advanced Enrolled Nurse Level 3 criteria; and
 - (B) either:
 - (1) a minimum of four years post registration experience as an Enrolled Nurse;
 - OR
 - (2) a post registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role
 - (iv) Interviews, if required:
 - (A) will be held within 10 days of the closure of applications;
 - (B) will be conducted at the local level by the NUM (or equivalent position) and may also include up to two other nursing staff such as an ANUM or Nurse Educator;
 - (C) must relate directly to the Advanced Enrolled Nurse Level 3 criteria, and the supporting evidence within the application.
 - (v) The Enrolled Nurse will be notified in writing of the outcome within 7 days of the closing of applications, or where there is an interview, within 7 days after the interview.
 - (vi) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.
 - (vii) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the Enrolled Nurse in any future application.

82.10 In this clause 'year of experience' has the meaning provided by clause 4 (Definitions).

83 Registered Nurses and Midwives – Definitions

83.1 General Definitions

Adjusted bed capacity	The adjusted bed capacity, subject to the provisos contained hereunder, will be the bed capacity in the last annual return furnished by the respective Institution to the DHHS or other statutory body and, in the case of a Nurse Grade 5, 6 or 7 where applicable to the position, will be further adjusted in respect of the number of out-patients' attendances and maternity beds as follows.
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	<p>Out-patients' attendances</p> <p>For the first 49,000 out-patients' attendances add one bed for each 700 or part thereof.</p> <p>(a) For the second 49,000 out-patients' attendances add one bed for each 1400 or part thereof.</p> <p>(b) Thereafter add one bed for each 2100 or part thereof.</p> <p>(c) One-third or part thereof of the number of maternity beds as stated in the above return will be added to the total number of beds.</p> <p>(d) Provided that hospitals in which the chief and principal treatment is in connection with eyes, ears, nose and throat will be classified as 301 to 400 adjusted beds, and, provided further that in the case of the undermentioned Institutions, the adjusted bed capacity will be deemed to be as follows, viz:</p> <table data-bbox="560 734 1182 1357"> <tr> <td>Queen Elizabeth Geriatric Centre</td> <td>501 and under 601</td> </tr> <tr> <td>Mount Royal</td> <td>601 and over</td> </tr> <tr> <td>Kingston Centre</td> <td>501 and under 601</td> </tr> <tr> <td>Bendigo Home and Hospital</td> <td>501 and under 601</td> </tr> <tr> <td>Mt. Alexander-Alexander division</td> <td>401 and under 501</td> </tr> <tr> <td>Grace McKellar House</td> <td>401 and under 501</td> </tr> <tr> <td>Greenvale Village</td> <td>401 and under 501</td> </tr> <tr> <td>Caulfield Hospital</td> <td>401 and under 501</td> </tr> <tr> <td>East Gippsland Centre</td> <td>201 and under 301</td> </tr> <tr> <td>Mount Eliza Geriatric</td> <td>301 and under 401</td> </tr> <tr> <td>Ovens and Murray Home</td> <td>201 and under 301</td> </tr> </table>	Queen Elizabeth Geriatric Centre	501 and under 601	Mount Royal	601 and over	Kingston Centre	501 and under 601	Bendigo Home and Hospital	501 and under 601	Mt. Alexander-Alexander division	401 and under 501	Grace McKellar House	401 and under 501	Greenvale Village	401 and under 501	Caulfield Hospital	401 and under 501	East Gippsland Centre	201 and under 301	Mount Eliza Geriatric	301 and under 401	Ovens and Murray Home	201 and under 301
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East Gippsland Centre	201 and under 301																						
Mount Eliza Geriatric	301 and under 401																						
Ovens and Murray Home	201 and under 301																						
After Hours Coordinator	A Registered Nurse appointed as such as an After Hours Coordinator as defined in the Safe Patient Care Act in charge of each campus in all off duty periods of the DON.																						
Basic training	Training for initial registration as a Registered Nurse, or where the Employee is not a Registered Nurse, an undergraduate degree in Midwifery.																						
Certificates	Certificates held by a Registered Nurse or Midwife as a result of undertaking a course of study at the New South Wales College of Nursing or a nursing college of at least equivalent status.																						
Diplomas and degrees	Diplomas and degrees in nursing, education, or health administration held by an Employee as a result of undertaking a course of study at a Registered Training Organisation, VET provider, College of Advanced Education or University.																						

In-service certificates	Post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz.: (a) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register. (b) Certificates obtained for courses requiring registration by the Nursing and Midwifery Board of Australia which will mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.
In-service or post-basic education	Education undertaken during, and in conjunction with, employment as a Registered Nurse for the purpose of obtaining a post-basic certificate of qualification in: (a) A course approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register. (b) A course requiring registration by the Nursing and Midwifery Board of Australia which will mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.
Major Hospital	Will mean: the following public hospitals: The Amalgamated Melbourne and Essendon Hospitals, The Alfred Hospital, St Vincent's Hospital, Austin Hospital, Royal Children's Hospital, Royal Women's Hospital, Monash Medical Centre Clayton, Peter McCallum Cancer Institute, Mercy Hospital for Women, Royal Victorian Eye and Ear Hospital, Sunshine Medical Centre, The Northern Hospital and Box Hill Hospital.
Nurse Practitioner Candidate	A Nurse Practitioner candidate will mean a Registered Nurse engaged to undertake a course of study and undertake clinical experience leading to endorsement as a Nurse Practitioner.
Nurse Practitioner	A Registered Nurse who has satisfactorily completed a course of study and undertaken clinical experience that, in the opinion of the Nursing and Midwifery Board of Australia, qualifies the nurse to use the title Nurse Practitioner.
Supervisor	A Registered Nurse appointed as such and who has special or supervisory responsibilities beyond those of a NUM.
Uniform	Such apparel as may be required by the Employer.

83.2 Other Definitions

Clinical Consultant Definitions	
Clinical Consultant	A Registered Nurse who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (ie. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to

	meet specified clinical nursing needs in a clinical discipline.
Clinical Consultant A	A Registered Nurse appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second Years of Experience.
Clinical Consultant B	A Registered Nurse appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in her or his third and subsequent Years of Experience as a Clinical Consultant.
Clinical Consultant C	A Registered Nurse appointed as such who fulfils the clinical consultant role, and <ul style="list-style-type: none"> (a) is the sole Registered Nurse in the specialty; or (b) is in charge of a specialty team; or (c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one campus/worksite/centre of the Health Service.
Clinical Consultant D	A Registered Nurse appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.
Clinical Consultant E	A Registered Nurse appointed as such who fulfils the clinical consultant role on an interstate or national basis.
sole Registered Nurse	A Clinical Consultant at a particular site or campus, whether full time or part time who is the only nurse consultant in that clinical specialty at that site or campus. Similarly, where two or more nurses are employed in that clinical specialty at a combined EFT of one or less, but predominantly work different days or job share, the sole classification would apply.
Clinical Nurse Specialist	
Clinical Nurse Specialist	Means a Registered Nurse: <ul style="list-style-type: none"> (a) appointed to the grade with either specific post basic qualifications and 12 month's Experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years post registration Experience, including three years' Experience in the relevant specialist field; and (b) who meets the criteria set out at Appendix 4. <p>Applicants must meet the above definition, be employed either full time or part time and demonstrate the criteria in each of paragraphs 1, 2 and 3 of Appendix 4. The process for applying for a Clinical Nurse Specialist position is set out at 83.4 below.</p>
Community Health Definitions	
Community Health Nurse	A Registered Nurse appointed as such and employed in a Community Health Centre.

Community Health Nurse (Sole)	A Registered Nurse who is the only community health nurse appointed as such at a particular site, whether employed on a full-time or part-time basis. This classification also applies where two or more community health nurses are employed but predominantly work different days or job share.
Community Health Nurse (In charge)	A Registered Nurse appointed as the nurse in charge, nurse co-ordinator or other community health nurse, however styled, who is in charge of or directs the activities of other Employees of a Community Health Centre (whether Registered Nurses or not).
Day Hospital Definitions	
Day Hospital	An extension of acute hospital services, providing a range of services, including medical and nursing supervision, physiotherapy, occupational therapy, speech therapy, chiropody and social work counselling on an out-patient basis.
Day Hospital Co-ordinator Level 1	A Registered Nurse appointed as such who under limited supervision has responsibility for the coordination of services of a Day Hospital.
Day Hospital Co-ordinator Level 2	A Registered Nurse appointed as such who, without supervision has total responsibility for the coordination of a Day Hospital including: <ul style="list-style-type: none"> (a) Preparation of and adherence to the budget of the Day Hospital. (b) Staff selection (non-professional staff) and participation in selection of professional staff. (c) Policy formulation. (d) Administration - the Day Hospital Co-ordinator Level 2 will be recognised as a Department Head and will be responsible for all day to day administration of a Day Hospital.
District Nurse Definitions	
Assistant Supervisor - District Nursing	A Registered Nurse with at least three Years of Experience appointed as such and employed by any Employer and who has additional responsibilities to a District Nurse.
Clinical Co-ordinator - District Nursing	A Registered Nurse appointed as such with experience as a District Nurse Level 2, with responsibilities to coordinate patient care within one or more local government areas.
Deputy Director of Nursing - (Other District Nursing Service)	A Registered Nurse appointed as such and who deputises for the Director of Nursing Service and assists in the nursing administration of the District Nursing Service (however styled).
Director of Nursing - (Other District Nursing Service)	A Registered Nurse appointed as the principal nursing executive officer of a District Nursing Service (however styled) and who is responsible for the nursing service.
District Nurse Level 1	A Registered Nurse appointed as such and employed by any

	Employer.
District Nurse Level 2	A Registered Nurse with one or more Years of Experience as a District Nurse or with comparable community nursing experience. As part of the performance of the duties of this classification, a District Nurse level 2 will, if required by the Employer, undertake functions that could be expected of an experienced Employee such as orientation of new staff members and acting as a support person for inexperienced District Nurses, with these functions forming a part of position descriptions for District Nurses Level 2.
Liaison Officer - District Nursing	A Registered Nurse appointed as such with at least three Years of Experience in district nursing with responsibilities related to discharge planning and coordination services between hospitals and district nursing services.
Supervisor - District Nursing	A Registered Nurse with at least three Years of Experience appointed as such and who has special responsibilities beyond those of a District Nurse.
Senior Supervisor - District Nursing	A Registered Nurse appointed as such and who has special or supervisory duties beyond those of a Supervisor.
Maternal and Child Health Nurse Definitions	
Maternal and Child Health Nurse	A Registered Maternal and Child Health Nurse engaged in infant welfare work or in work requiring a Maternal and Child Health qualification.
Nurse Education Definitions	
Clinical Support Nurse	A Registered Nurse appointed as such and who is responsible for providing direct clinical support and instruction to, and for mentoring graduate, newly appointed or less experienced Employees to develop high quality clinical care skills. This classification is supernumerary (does not carry a clinical case load). The responsibilities of a Clinical Support Nurse may extend over numerous units or wards.
Deputy Principal Educator	A Registered Nurse (holding a Diploma in Nursing Education or a qualification acceptable to the Employer) appointed as such and who deputises for the Principal Teacher and is also responsible for an area/areas of administration and teaching.
Educator	A Registered Nurse appointed as such, employed to teach the theory and practice of nursing.
Educator - Course/Phase/In-service continuing education	A Registered Nurse appointed as such, employed to teach the theory and practice of nursing and who has administrative and educational responsibilities including curriculum development (additional to those of "Educator" [as defined]): (a) Co-ordinators of Nursing and Midwifery Board of Australia approved courses; or

	<p>(b) Co-ordinators of major phases of the general nurse programme (however styled); or</p> <p>(c) Co-ordinators of in-service continuing education (staff development) programmes.</p>
Principal Educator	A Registered Nurse (holding a Diploma in Nursing Education or qualification acceptable to the Employer) appointed as such to be responsible to the DON for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.
Occupational Health Definitions	
Occupational Health Nurse (where more than one employed)	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who carries out her/his nursing duties under the direction of a nursing supervisor.
Occupational Health Nurse (Sole)	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who is employed to take charge of the medical centre and all matters concerned with the occupational health, medical and nursing services.
Occupational Health Nurse Supervisor	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who supervises the work of the nursing personnel in the occupational health department or departments within the undertaking.
Research Nurse/Midwife Definitions	
Research Nurse/Midwife	<p>Means a Nurse/Midwife who:</p> <ol style="list-style-type: none"> 1. as a minimum, has either a Diploma in Nursing (Level 1 only) or a Bachelor of Nursing or Midwifery (all levels); and 2. is directly involved in clinical research-related activities which form the predominant aspect of the Employee's ongoing, regular duties. Whilst the level of involvement can vary, the level of involvement and its regularity distinguish a Research Nurse/Midwife from other Employees who provide incidental and/or irregular contributions to clinical research trials as part of their normal duties; and 3. performs their research-related duties in accordance with the Therapeutic Goods Administration (TGA) Note for Guidance on Good Clinical Practice (CPMP/ICH/135/95), the National Health and Medical Research Council (NHMRC) National Statement on Ethical Conduct in Human Research and applicable state/federal privacy laws.
Research Nurse/Midwife Classification Descriptors	
Level 1 Research Nurse/Midwife	<ol style="list-style-type: none"> 1. A Level 1 Research Nurse/Midwife <ol style="list-style-type: none"> a) can be an Enrolled Nurse, Registered Nurse or in the

	<p>case of a Midwife, a Level 1 Research Midwife.</p> <p>b) in the case of an Enrolled Nurse will function in accordance with legislation, policies and procedures affecting Enrolled Nurse practice, managing nursing care of individuals and groups within the scope of Enrolled Nurse practice.</p> <p>2. A Level 1 Research Nurse/Midwife will:</p> <p>a) plan, in collaboration with a more senior Registered Nurse, nursing care in consultation with individuals/groups, significant others and the interdisciplinary care team.</p> <p>b) not be responsible for the management or supervision of trials, staff, or budget(s).</p> <p>c) be involved with data collection for clinical trial research studies undertaken in the department.</p> <p>d) assist in the delivery of direct and indirect clinical-trial-related care of patients within their scope of practice.</p> <p>e) work under the supervision of a more senior Research Nurse/Midwife.</p>
<p>Level 2 Research Nurse/Midwife</p>	<p>1. A Level 2 Research Nurse/Midwife is a Registered Nurse or Midwife.</p> <p>2. A Level 2 Research Nurse/Midwife:</p> <p>a) will have responsibility for the delivery of direct and indirect clinical-trial-related care of patients and associated data collection for concurrent clinical trial research studies undertaken in the department;</p> <p>b) will not be responsible for the management or supervision of staff, or of budgets;</p> <p>c) may coordinate a trial (without responsibility for staff) and/or participate in patient recruitment, ethics application processes and adverse event reporting (as required) together with the provision of education to other team members/patients and families related to a specific research method, protocol or program;</p> <p>d) may coordinate more than one trial contemporaneously.</p>
<p>Level 3 Research Nurse/Midwife</p>	<p>1. A Level 3 Research Nurse/Midwife is a Registered Nurse or Midwife.</p> <p>2. A Level 3 Research Nurse/Midwife:</p> <p>a) has responsibility for the delivery of direct and indirect clinical-trial-related care of patients and associated data collection for concurrent research studies undertaken in the department;</p> <p>b) may be responsible for the management and supervision of staff and the development of strategies to meet the</p>

	<p>educational requirements of staff or participants in a trial or trials. This includes the forward planning of resource requirement;</p> <ul style="list-style-type: none"> c) may be responsible for the budget of a research trial or of the research team(s), but not a research department; d) has responsibility and accountability for maintaining clinical and research governance and has a clear understanding of organisational processes that exist to support the conduct of good clinical research. <p>3. Inherent requirements include the development and review of standard operating protocols, liaison with external agencies, overseeing and/or participating in patient recruitment, ethics application processes and adverse event reporting (as required).</p>
<p>Level 4 Research Nurse/Midwife</p>	<p>A Level 4 Research Nurse/Midwife is a Registered Nurse or Midwife who:</p> <ul style="list-style-type: none"> a) may have responsibility for the delivery of direct and indirect care and associated data collection for concurrent research studies undertaken in the department; b) has overarching responsibility for the management of nursing/midwifery staff in the research department, including the delegation of responsibilities and performance management; c) may have overall responsibility for the coordination and budgeting of all trials within the relevant research department, and will ensure the highest standard of care is delivered to research participants and, where relevant, their families, in partnership with all members of the multidisciplinary and research team(s); d) has responsibility and accountability for maintaining clinical, staff and research governance; e) may be the trial coordinator on appropriate studies; f) will have responsibility over protocol budgets within the framework of the research unit overall budget, in consultation with the Principal Investigator and/or relevant Head of Department; g) in collaboration with the relevant Head of Department or Principal Investigator, will provide nursing/midwifery leadership, consultancy and advice and will lead the development of quality improvement projects that facilitate develop and maintain frameworks for policy and relevant education.

83.3 Research Nurse/Midwife Translation Arrangements

- (a) Within 3 months of this Agreement being approved by the Commission, each Employer will assess each Employee who meets the Research Nurse/Midwife definition above against the Research Nurse/Midwife structure classification descriptors above and provide the outcome of this assessment to the Employee in writing.
- (b) Any nurse/midwife who undertook research work in the 12 months prior to this Agreement being approved and recommences the same work in the 12 months following approval will be assessed against this structure and subclause 83.3(c) will apply. The 12 month period will be extended by any periods of approved leave that occurred during the 12 month period.
- (c) If the assessment results in a:
 - (i) higher classification than currently applies to the employee, the higher classification will apply to the Employee when undertaking research from the date this Agreement was approved;
 - (ii) lower classification, the Employee will be maintained at their current classification for the duration of their current assignment to Research work with that Employer, subject to subclause 83.3(e).
- (d) Disputes arising from the assessment process will be dealt with under the Dispute Resolution Procedure.
- (e) The maintenance of classification at subclause 83.3(c)(ii) above will not prevent a nurse/midwife from achieving a higher classification where a subsequent change of her/his duties supports an assessment at a higher level.

83.4 Process for application for Clinical Nurse Specialist position

The process for applications for Clinical Nurse Specialist positions will be as follows:

- (a) each Employer will arrange for the advertising of positions once every six months. This information to be permanently available for nursing staff;
- (b) written applications are to be made to the NUM;
- (c) interviews, if required, will be conducted by the NUM, ANUM or Educator and one other;
- (d) some health agencies (for example, where service delivery is similar across the facility) may wish to operate with an "umbrella" committee for the purpose of interviews;
- (e) the successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period;
- (f) if the applicant is unsuccessful they are to be notified of the outcome within seven days. An explanation will be given to the applicant as to the reasons for the decision;
- (g) each Employer will implement an appeal process. The appeal to be lodged by the applicant within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANMF;

- (h) appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, NUM, Clinical Nurse Specialist or other nominee as appropriate, other than those involved in the original decision.

84 Classification in Grades – Registered Nurses and Midwives

84.1 Graduate Nurse/Midwife

- (a) A Registered Nurse or Midwife (being a Midwife who does not have Experience as a Division 1 nurse) will enter at Grade 2 Year 1.
- (b) A Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will commence at the Grade 2 increment immediately above the rate of pay (including Senior Allowance and/or qualification allowance (where applicable) applicable to that Employee.

84.2 Re-entry Courses and Supervised Experience (Registered Nurses)

- (a) Where an Employee has not actively nursed for a period of five years or more, such Employee's prior Years of Experience will not be taken into account.
- (b) For the first twelve months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Nursing and Midwifery Board of Australia, the Employee will be paid at the rate appropriate to his/her Years of Experience, but no higher than Grade 2, Year 3.
- (c) After completion of twelve months' Experience in accordance with subclause 84.2(b) a nurse (upon sufficient proof to support a claim for incremental advancement) will be paid at the rate appropriate to his/her Years of Experience.

84.3 ANUM

A Registered Nurse appointed as an Associate Nurse Unit Manager will enter at ANUM Year 1.

84.4 NUM

A Registered Nurse appointed as a Nurse Unit Manager will enter at NUM Year 1.

84.5 Domiciliary classifications

A Registered Nurse who at the direction of the Employer undertakes work that includes Hospital in the Home or Post Acute Care, the minimum classification will be:

- exclusively to provide clinical care - Grade 3B.
- with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), will be Grade 4A.
- responsible for the day to day operation of a HITH/PAC or similar service (however titled) will be the Nurse Unit Manager rate.

Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

84.6 Research Nurse/Midwife classifications

- (a) Level 1 Research Nurse/Midwife

- (i) Minimum classification is RN Grade 2 (Years of Experience).
 - (ii) Base level employee - not more appropriately classified at Level 2 or above.
 - (iii) Can be a Registered Nurse, Enrolled Nurse or Midwife.
 - (iv) Normal incremental entry and progression at grade applies.
- (b) Level 2 Research Nurse/Midwife
- (i) Minimum classification is RN Grade 3B Year 1.
 - (ii) Advances by one incremental pay point (where available) if already RN Grade 3B or above when appointed to Research Nurse/Midwife role.
 - (iii) Incremental advancement applies from date of appointment to Level 2 Research Nurse role, including previous experience in research at Grade 3B or higher grade.
- (c) Level 3 Research Nurse/Midwife
- (i) Minimum classification is RN Grade 4B Year 1.
 - (ii) Experienced Research Nurse/Midwife.
 - (iii) Qualification of Masters Degree or other relevant post graduate education desirable.
 - (iv) Advances by one incremental pay point (where available) if already RN Grade 4B when appointed to Research Nurse role.
 - (v) Incremental advancement applies from date of appointment to Research Nurse role, including previous experience in research at Grade 4B or higher grade.
- (d) Level 4 Research Nurse/Midwife
- (i) Experienced Research Nurse/Midwife.
 - (ii) Minimum classification is Grade 5 ADON (51-200)
 - (iii) Maximum classification is Grade 5 ADON (201-400) unless already classified above this level, in which case the higher classification grade may be maintained, but no further progression can occur at this level of Research Nurse.
 - (iv) Advances by one incremental pay point (where available) if already RN Grade 5 ADON (51-200) when appointed to Research Nurse role, including previous experience in research at Grade 5 or higher grade.
 - (v) Incremental advancement applies from date of appointment to Research Nurse role, including previous experience in research at Grade 5 or higher grade.
 - (vi) Additional qualification requirement of Masters Degree, with progress towards (or achievement of) a PhD (desirable).

84.7 Grade 2

- (a) A Registered Nurse in the first or subsequent Years of Experience as a Registered Nurse and not more properly classified at a higher grade or sub-grade in accordance with clause 14 (Statewide Classification Committee) or other terms of this Agreement.

- (b) A Registered Nurse appointed as a District Nurse Level 1 and paid as such. The point of entry for this classification will be the 5th Year of Experience rate of pay of Grade 2.
- (e) A Registered Nurse appointed as a School/Campus Nurse Level 1 and paid as such.

84.8 Clinical Nurse Specialist

A Registered Nurse appointed as a Clinical Nurse Specialist and paid as such.

84.9 Grade 3A

- (a) A Registered Nurse appointed as an Occupational Health Nurse (sole) and paid as such.
- (b) A Registered Nurse appointed as a Child Care Director (having places for up to 25 children) and paid as such.
- (c) A Registered Nurse appointed as a District Nurse Level 2 and paid as such.

84.10 Grade 3B

- (a) A Registered Nurse who at the direction of the Employer undertakes exclusively clinical care in domiciliary nursing in Hospital in the Home or Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.
- (b) A Registered Nurse appointed as a Clinical Support Nurse and paid as such.
- (c) A Registered Nurse appointed as a Community Health Nurse Grade 3B and paid as such.
- (d) A Registered Nurse appointed as an Occupational Health Nurse Supervisor and paid as such.

84.11 Grade 4A

- (a) A Registered Nurse who at the direction of the Employer undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), including in domiciliary nursing in Hospital in the Home and Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.
- (b) A Registered Nurse appointed as a Clinical Consultant A and paid as such.
- (c) A Registered Nurse appointed as an Educator in a non-major hospital with less than two Years of Experience as a Educator, and paid as such.
- (d) A Registered Nurse appointed as a Community Health Nurse (sole) and paid as such.
- (e) A Registered Nurse appointed as an Assistant Supervisor - District Nursing, and paid as such.
- (f) A Registered Nurse appointed as a Clinical Co-ordinator, District Nursing, and paid as such.
- (g) A Registered Nurse appointed as a Liaison Officer, District Nursing, and paid as such.

- (h) A Registered Nurse appointed as a School/Campus Nurse (sole) and paid as such.
- (i) A Registered Nurse appointed as a School/Campus Nurse In-Charge and paid as such.
- (j) An Employee appointed as a No Lift Co-ordinator under clause 95.2 (No Lift Co-ordinators).

84.12 Grade 4B

- (a) A Registered Nurse appointed as an Educator in a Major Hospital as an Educator, and paid as such.
- (b) A Registered Nurse appointed as an Educator in a non-major hospital with two Years of Experience or more as an Educator, and paid as such.
- (c) A Registered Nurse appointed as a Clinical Consultant B and paid as such.
- (d) A Registered Nurse appointed as a Community Health Nurse (in-charge) and paid as such.
- (e) A Registered Nurse qualified and appointed as a Maternal and Child Health Nurse and paid as such.
- (f) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 1 with no automatic progression to Level 2 and paid as such.

84.13 ANUM

An ANUM will be paid as such.

84.14 Nurse Unit Manager

- (a) A NUM will be paid as such.
- (b) A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled). Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

84.15 Grade 5

- (a) A Registered Nurse appointed as a Clinical Consultant C and paid as such. The first year rate of pay for this classification will be the Grade 5 (51-200 beds). Thereafter the rate of pay for this classification will be the Grade 5 (201-400 beds).
- (b) An Assistant DON will be and paid as such.
- (c) A Registered Nurse appointed as a After Hours Coordinator and paid as such.
- (d) A Registered Nurse appointed as a Deputy Principal Educator and paid as such.
- (e) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 2 and paid as such. The rate of pay for this classification will be at the Grade 5 (51-200 beds).
- (f) A Registered Nurse appointed as an Educator-Course /Phase /Inservice / Continuing Education and paid as such. The first year rate of pay for this classification will be the Grade 5 (51-200 beds). Thereafter, the rate of pay for this classification will be the Grade 5 (201-400 beds).

84.16 Nurse Practitioner

- (a) A Registered Nurse engaged as a Nurse Practitioner candidate (as defined) will be classified and paid their substantive salary.
- (b) A Registered Nurse appointed as a Nurse Practitioner (as defined) during his/her first year of experience as a Nurse Practitioner will be classified and paid at Nurse Practitioner Year 1
- (c) A Registered Nurse appointed as a nurse practitioner (as defined) during his/her second and subsequent years of experience as a Nurse Practitioner will be classified and paid at Nurse Practitioner Year 2
- (d) A Candidate will be entitled to be classified and paid as a Nurse Practitioner once endorsed by the Nursing and Midwifery Board of Australia, effective from the first pay period on or after the date of application for endorsement, until such time as the period of candidature is complete.
- (e) For the purpose of the above sub-clauses Experience gained whilst employed in a pilot project will count for advancement to Nurse Practitioner Level 2 provided the pilot project and the Nurse Practitioner position are in the area of advanced practice for which the nurse has been endorsed.

84.17 Grade 6

- (a) A Registered Nurse appointed as a Clinical Consultant D and paid as such. The rate of pay for this classification will be at the Grade 6 (301-400 beds).
- (b) A Deputy DON will be paid as such.
- (c) A Registered Nurse appointed as a Principal Teacher and paid as such.
- (d) A Registered Nurse appointed as a Deputy DON/ District Nursing Service, and paid as such. The rate of pay for this classification will be at the Grade 6 (101-201 beds).

84.18 Grade 7

- (a) A Registered Nurse appointed as a Clinical Consultant E and paid as such. The rate of pay for this classification will be the Grade 7 (401-500 beds).
- (b) A DON will be paid as such.
- (c) A Registered Nurse appointed as a DON/Other District Nursing Service and paid as such. The rate of pay for this classification will be at the Grade 7 (51-100 beds).

85 Translation to Four Stream Grading Structure

85.1 The purpose of this clause is to provide for:

- (a) the translation of Employees with an existing classification named in the Agreement, from their existing Grade, sub-grade or increment to a revised grading structure, without loss of salary or pay; and
- (b) the translation of Employees without an existing classification named in the Agreement, from their existing Grade, sub-grade or increment to a revised grading structure, without loss of salary or pay.

- 85.2 A translation Table is set out at Appendix 9 of this Agreement (Translation Table) and translation will occur in accordance with this clause and the Translation Table.
- 85.3 An Employee:
- (a) properly classified under the existing Agreement in a grade, sub-grade or increment listed in Column A of the Translation Table will translate to the stream and grade in Column B, C, D or E in the same line in the Translation Table.
 - (b) without a classification under the existing Agreement will be the subject of a determination in accordance with clause 14 (Statewide Classification Committee) and will translate to the stream and grade in Column B, C, D or E in the same line in the Translation Table.
- 85.4 Nurse Managers in grades 5, 6 or 7 will translate according Part B of Appendix 9.
- 85.5 The classification streams in Columns B, C, D and E of the Table will be known respectively as:
- (a) Column B - Clinical, Advanced Practice and Research
 - (b) Column C - Nurse Managers
 - (c) Column D – Community Nursing
 - (d) Column E - Quality, Clinical Risk, Governance, Education and Development
- 85.6 No Employee will suffer any loss of salary or pay as a consequence of their translation to the new classification structure under this clause.
- 85.7 Previous experience in the existing Grade, sub-grade or increment will count as experience for the purposes of translation and all other purposes.
- 85.8 The translation provided by this clause and the Translation Table will be effective on the FPPOOA 1 April 2019.
- 85.9 The Employee will translate to the stream in accordance with the following:
- (a) the Clinical, Advanced Practice and Research stream will comprise those classifications principally engaged in clinical work, advanced practice, extended practice, clinical consultancy, drug and alcohol (inpatient) and research;
 - (b) the Community stream will comprise those classifications principally engaged in district nursing, community alcohol and other drugs, domiciliary, ambulatory, outpatients, community health, HITH, PAC, HARP, in-reach etc (to be read in conjunction with Clinical, Advanced Practice and Research stream, and the Nurse Manager stream)
 - (c) the Nurse Manager stream will comprise those classifications principally engaged in management of a nursing or midwifery service, or part thereof, in any stream.
 - (d) the Quality, Clinical Risk, Governance, Education and Development stream will comprise those classifications principally engaged in clinical support, clinical development, education, risk management and governance.

86 Skill/Mix

- 86.1 The minimum skill mix that each Employer specified in Schedule 2 of the Safe Patient Care Act aims to achieve during the life of this Agreement, in all acute general surgical and medical wards is:

- (a) 1/3 Registered Nurse with more than three years' experience;
- (b) 1/3 Registered Nurse with one to three years' experience;
- (c) 1/3 Registered Nurse with graduate nurse/Enrolled Nurse.

87 Replacement During Annual Leave and Extended Leave Relief

- 87.1 In order to maintain the nursing hours provided by the Safe Patient Care Act, the rostered hours of all Employees who are on Extended Leave will be fully replaced.
- 87.2 Extended Leave includes long service leave, parental leave and long-term WorkCover absences.
- 87.3 In all ward/unit/department budgets, provision will be made for the payment of salaries to persons employed to replace Employees who are absent due to annual leave.

88 Agency Staff and Nurse Bank Employees

Each Employer will endeavour to meet its Safe Patient Care Act obligations through the employment of permanent Employees. If this is not possible, an Employer should use nurse bank employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.

89 Deputy Director of Nursing

During the life of this Agreement, Employers which operate a hospital of over 30 beds across more than one site or campus may give consideration to the appointment of a Deputy Director of Nursing on each campus.

90 Staffing - Grade 3 and Above

NOTE: see clause 35 (Higher Duties) for any applicable payments related to performing higher duties under this clause.

90.1 Registered Nurse - Nurse Unit Manager

There must be:

- (a) one EFT Nurse Unit Manager appointed in each ward/unit of each campus/facility of each hospital/network; or
- (b) two or more part-time Nurse Unit Managers may be appointed so long as one EFT of Nurse Unit Manager hours are worked in the shared position.

90.2 Registered Nurse - Associate Nurse Unit Managers

ANUMs are appointed to undertake in-charge functions during the off duty periods of the NUM. Except as set out in clause 35 (Higher Duties), the salary rate specified in [Appendix 2](#) of this Agreement includes the performance of the in-charge function during the off duty periods of the NUM.

(a) 24 Hour a day, seven days per week wards/units

The following provisions apply to 24 hour a day, seven days per week wards/units.

- (i) In all 24 hours a day, seven days per week areas, there must be five EFT ANUM shift positions available for appointment, and four out of the five of the positions must be permanently appointed.
- (ii) Nothing in any of these provisions prevents ANUM positions being either full-time or part-time.
- (iii) The 5th EFT of ANUM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ANUM.
- (iv) In exceptional circumstances, where a minimum of four EFT of ANUMs are permanently appointed, a Registered Nurse other than an ANUM may be required to act in charge during the off duty period of a NUM.
- (v) Where less than four EFT of ANUMs are permanently appointed due to recruitment difficulties or delays or to circumstances beyond an Employer's control, a Registered Nurse, other than an ANUM, may be required to act in charge during the off duty period of a NUM (which event will be the exception to the rule).
- (vi) Where an Employer experiences difficulties in recruiting Employees to permanent ANUM positions despite having taken reasonable and practical steps to fill the position(s), the Employer will contact the ANMF at the earliest opportunity. The ANMF and the Employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.

(b) Non-24 hour a day, seven days per week wards or units

For wards or units which are not 24 hours a day, seven days per week, the Employer is to appoint an ANUM to cover all off duty periods of the NUM. In exceptional circumstances a Registered Nurse who is not an appointed ANUM may be required to act in charge during the off duty period of a NUM.

90.3 Registered Nurse - Director of Nursing

Despite any other provisions of this Agreement, each Employer must employ a full-time DON on each campus, excluding community health centres.

90.4 Registered Nurse - After Hours Coordinator

- (a) A Registered Nurse classified at Grade 5 who is an After Hours Coordinator as defined in the Safe Patient Care Act will be appointed to be in charge of each campus in all off duty periods of the DON.
- (b) The indicative position description for an Employee appointed under subclause 90.4(a) is attached at [Appendix 5](#) to this Agreement.
- (c) For the purpose of this subclause 90.4, "campus" does not include a community health centre.

90.5 Clinical Liaison Nurse

- (a) Each Employer operating a Level 1 or a Level 2 Hospital (as defined in Schedule 1 of the Safe Patient Care Act) will have a minimum of one EFT of Clinical Liaison Nurse for each such hospital.

- (b) The role of a Clinical Liaison Nurse is to provide expert nursing consultation and liaison support to nurses and other healthcare professionals in relation to general hospital patients presenting with psychiatric and physical comorbidity.
- (c) The Clinical Liaison Nurse focusses on supporting nursing staff in acute health to provide care for patients who have behavioural disturbance due to a mental illness or other causes. The role includes regular liaison with ICU and ED.
- (d) The Clinical Liaison Nurse is an active member of working groups and leads relevant policy reviews and development of best practice initiatives for nursing care of patients with mental illness in the general hospital.
- (e) The aims of the position are to provide:
 - (i) A consultation service for the management of behaviorally disturbed or compromised inpatients of the hospital with specific reference to inpatients requiring specialising.
 - (ii) To provide expert assessment and advise in the management of the behaviorally disturbed inpatient in relation to risk assessment.
 - (iii) To trial and implement strategies to ensure observation of patients is appropriate and ensures the most effective use of resources.
 - (iv) To assist acute health in the management of patients with behavioral disturbance.
 - (v) To assist and support staff in the development and implementation of behavioral nursing care plans.
 - (vi) To assist in the provision of nursing assessment and recommendations related to interventions for people with a mental illness who are receiving medical treatment.
 - (vii) To monitor and evaluate the quality of care provided by staff providing constant observation nurse.
 - (viii) To provide ongoing education and identify training needs in relation to the management of the behaviorally disturbed patient.
 - (ix) To evaluate current process of documentation and participate in the development and implementation of best practice documentation.
 - (x) To actively participate in any research or evaluation processes related to the target group.
 - (xi) To foster liaison with other Consultation Liaison services.
 - (xii) To actively participate in related working parties and policy reviews.
- (f) A Clinical Liaison Nurse will be paid the equivalent rate to a Clinical Consultant C.
- (g) The Employers named below, will implement this requirement within three months of the approval of the Agreement.

Health Service	
Barwon Health	Mercy - Werribee
Ballarat Health	Goulburn Valley Hospital
Bendigo Health	Western Hospital* – Sunshine
NHW - Wangaratta	Mildura
Mercy – Heidelberg	

**Note: Sunshine is to ensure 5 day cover at each of Sunshine and Footscray campuses rather than a 7 day roster that spreads across to their 3 campuses.*

91 Aged Care

- 91.1 VHIA on behalf of the Employers and the ANMF on behalf of its members acknowledge that ageing in place and legislative changes which took effect from 1 July 2014 require a review of the nursing structure, current staffing levels and skill mix in public aged care facilities, including those not covered by the Safe Patient Care Act. This is to ensure resident and quality care needs are met.
- 91.2 During the life of this agreement the VHIA and the ANMF will review the existing staffing levels and skill mix in public aged care facilities with a view to including health assistants in nursing (including undergraduate employment model students) where appropriate.

92 Demand Escalation Policy

- 92.1 Each Employer will implement a demand escalation policy in accordance with this clause.
- 92.2 Demand escalation policies will be developed and revised in consultation with Employees and the Union.
- 92.3 Employers and the Union understand the potential impact unplanned increases in demand has on both patient and employee safety. The purpose of this clause is to promote:
- (a) safe patient care;
 - (b) staff safety; and
 - (c) a risk management framework in managing an increase in demand.
- 92.4 Principles of policy**
- (a) Health Services will experience unplanned increases in demand.
 - (b) The appropriate planning and recording of escalation plans will assist in responding to such demand and in the process promote the health and safety of staff and patients.
 - (c) Collaborative risk assessments should inform the development of such plans.
 - (d) Employees need to have access to escalation plans and the process for implementing the escalation plan so there is minimum delay in the Health Service responding to increases in demand.
 - (e) The operation of the escalation plan will be dependent on collaboration between Health Service nursing and midwifery senior managers and Ward/Unit Management on a shift by shift basis. taking into account matters including occupancy and patient acuity.
- 92.5 Each Employer will have policies, developed in consultation with Employees and the Union, which set out the precise process to be followed to ensure patient and staff safety when:
- (a) service demand is approaching capacity,
 - (b) identified risk to patient or employee safety (examples of patient cohorts which potentially carry an additional risks are bariatric patients, cognitive impairment patients and aggressive patients)

- 92.6 The policy will have considered relevant risk assessments, in particular where circumstances require nursing/midwifery care to be provided in an alternative environment, and relevant legislation, regulations or guidelines.
- 92.7 The policy will encapsulate the principles set out in subclause 92.4 above and contain specific information which sets out the following:
- (a) the trigger point(s) for the activation of the policy, noting that these trigger points should act as an early warning system; and
 - (b) the accountabilities of those employees involved in the decision making process; and
 - (c) the process to be followed for those responsible for implementing the process, including the means to access additional, immediate and appropriate resources including appropriately qualified nursing staff; and
 - (d) the identification of any alternative environment whereby Nursing/midwifery care may be provided; and
 - (e) the process for orientating staff to the alternative area and the requirement to perform a risk assessment in circumstances where one has not been completed; and
 - (f) the de-escalation process.

93 Proposals to Vary Specific Matters

93.1 Application

- (a) This clause will apply to any proposal by an Employer or Employees to:
 - (i) implement an alternate On Call Allowance (Four Clear Days) (see clause 52),
 - (ii) implement alternative hours of work at clause 42 (Hours of Work), (excepting subclauses 42.2, 42.3, and 42.4) ;
 - (iii) increase the number of rostered short shifts beyond the limit set by clause 47 (Avoidance and Management of Short Shifts) where the use of short shifts beyond that limit would have an EFT neutral effect.
- (b) Nothing in this clause:
 - (i) allows for the unilateral changing of an Employee's contract of employment; or
 - (ii) permits variations inconsistent with the minimum ratio requirements prescribed by or made under the Safe Patient Care Act.

93.2 Definitions

In this clause:

- (a) **Affected Employee** means an Employee in the ward or unit to which the proposal relates.
- (b) **EFT neutral** means there is no reduction in nursing hours in a ward or unit as a result of the proposal to exceed the rostered short shift limit at 47 (Avoidance and Management of Short Shifts). That is, the nursing hours lost as a result of the additional short shifts are returned to the ward as part of the Proposal within the

week of the applicable short shift unless otherwise agreed with the Affected Employees.

93.3 Written proposal (complying and non-complying proposal)

The Employer will provide a written proposal to the Affected Employees and, at the same time, the Secretary of the ANMF. The proposal will address, where relevant, the considerations referred to in subclause 93.9 below

93.4 Meaning of Complying Proposal

In this clause a complying proposal is a proposal that:

- (a) is EFT neutral, and
- (b) would, upon implementation, be compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 the Safe Patient Care Act, and
- (c) is not a non-complying proposal as described at subclause 93.7 below.

93.5 Consultation period - complying proposal

A maximum of three weeks from the date of provision of the information in subclause 93.3 will be provided for consultation.

93.6 Implementing a complying proposal

- (a) Genuine majority agree

Except as provided at (c), below, where a genuine majority of Affected Employees agree to a complying proposal at the local level it may be implemented from the beginning of the next roster period. Such agreement will not be unreasonably withheld.

- (b) Disputes

Should there be concern as to the 'genuine' nature of the agreement of the affected Employee, or agreement being unreasonably withheld, either party may progress such concerns through the Disputes Resolution Procedure within 7 days of the view of the Affected Employees being determined. While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

- (c) Exception – flexible work arrangement

The requirement at subclause 93.6(a) does not apply where the complying proposal is facilitating a flexible work arrangement within the meaning of clause 16 (Flexible Working Arrangements). Following the consultation period at subclause 93.5, a complying proposal facilitating a flexible work arrangement may be implemented from the beginning of the next roster period.

93.7 Meaning of Non-Complying Proposal

In this clause a non-complying proposal is a proposal about a matter at (a) that:

- (a) is not EFT neutral; or
- (b) is non-compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 the Safe Patient Care Act and, to be implemented would require a variation to the ratios using a method under Part 2, Division 4 of the Safe Patient Care Act; or
- (c) reduces shift length; or
- (d) includes 12 –hour shifts.

93.8 Implementation of a non-complying proposal

- (a) A maximum of one month from the date of provision of the written proposal will be provided for consultation.
- (b) Where the Employer, the ANMF and the affected Employees agree, the proposal may be implemented from the beginning of the next roster period except where it is also necessary for a variation of ratios to be made under the Safe Patient Care Act in order for the proposal to be effective the proposal will not be implemented until the ratio variation under the Safe Patient Care Act takes effect.
- (c) Where the Employee/s do not agree with an Employer's proposal, a secret ballot of affected Employees will be conducted. If the ballot does not endorse the proposed change, then the proposal will not proceed.

93.9 Considerations

The following are considerations, where relevant, that must be addressed in relation to a proposal referred to in subclause 93.1:

- (a) patient profile – consideration of patient case mix, age of patient, complexity, length of stay and throughput of patients in the clinical setting e.g. emergency admissions, elective admissions and transfers to/from critical care areas; and
- (b) the capacity of nursing/midwifery staff to complete their duties within existing work hours; and
- (c) quality of care/clinical risk, including nurse/midwife sensitive adverse outcomes such as falls (with or without injury), urinary tract infections, pneumonia, decubitus ulcers, thrombosis, sepsis and medication errors (with or without patient consequences);
- (d) occupational health and safety considerations such as physical environment and staff safety; and
- (e) Nursing/Midwifery engagement.

93.10 Preservation of Existing Workload Management Proposals

A Workload Management proposal that was implemented prior to this Agreement coming into operation remains in effect, subject to the terms of this Agreement.

94 Trainee Enrolled Nurses

94.1 Application

- (a) This clause applies only to the employment of a Trainee Enrolled Nurse undertaking a Diploma of Nursing in Traineeship mode where that Trainee at any time during their Training Contract forms part of a Local Agreement under the Safe Patient Care Act.
- (b) A Trainee who is initially engaged to be supernumerary at all times during their Training Contract, but subsequently forms part of a Local Agreement under the Safe Patient Care Act will for the entirety of their Training Contract be treated as a Trainee in accordance with this clause.

Example:

A Trainee is engaged under the YES program who was intended to be totally supernumerary for the duration of their Training Contract is subsequently utilised by the Employer to meet the Local Agreement under the Safe Patient Care Act when this was not anticipated at the commencement of the Training Contract.

94.2 Definitions

- (a) **Approved Training** means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- (b) **Trainee** is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.
- (c) **Traineeship** means a system of training which has been approved by the relevant Victorian Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.
- (d) **Training Agreement** means an agreement for a Traineeship made between an Employer and a trainee which is registered with the relevant Victorian Training Authority.

94.3 Training Conditions

- (a) The Employer will provide a Registered Nurse mentor to each Trainee during the traineeship period.
- (b) The Employer will ensure that there is appropriate nurse education support available to those Trainees.

94.4 Employment Arrangements

- (a) A Trainee Enrolled Nurse who immediately prior to commencing the traineeship was an existing employee of the Employer will, in the event their Traineeship is terminated by the Employer for other than serious and wilful misconduct, revert to their pre-traineeship position.
- (b) Where the employment of a Trainee by an Employer is continued after the completion of the traineeship period, such employment period will be counted as service for the purposes of this Agreement or any other legislative entitlement.

94.5 Employment Conditions for Trainees

- (a) The rates of pay for a Trainee Enrolled Nurse engaged pursuant to this clause will be in accordance with Part 1 - Wages of Appendix 2, and will be the basis for the calculation of overtime and/or weekend rates prescribed by this Agreement.

- (b) A Trainee, whether full or part-time, will be permitted to be absent from work to attend clinical placements without loss of weekly salary or diminution of accrued leave entitlements.
- (c) All the terms and conditions of this Agreement that are applicable to a Enrolled Nurse will apply unless specifically varied by this clause.
- (d) A Trainee will not be on-call during the period of their Training Contract.

94.6 Limitations

- (a) A Trainee Enrolled Nurse will be rostered so as to provide an 8 hours break before and after attending Approved Training or clinical placement.
- (b) Trainee positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of Trainees. An Employer will not dispense with the services of Employees for the purposes of appointing a Trainee before or after that appointment.
- (c) Where the trainee completes the qualification in the Training Contract to the satisfaction of the Nursing and Midwifery Board of Australia earlier than the time specified in the Training Contract then the Trainee will be considered a full Enrolled Nurse for the purposes of the Agreement terms and conditions for the duration of the Training Contract.

95 No Lift Co-ordinator

- 95.1 A No Lift Co-ordinator other than a person classified in accordance with Grade 4A in subclause 95.2 below will be paid at a Grade no less than their current classification and level.
- 95.2 An Employee appointed as a No Lift Co-ordinator in a position funded as a result of the correspondence set out at [Appendix 7](#) will be classified in accordance with Grade 4A and paid as such.

96 Filling/Advertisement of Position

- 96.1 The process for advertising and filling of vacancies will be as follows:
- (a) Each ward/clinical unit will have a nurse staffing profile based on EFT Employees.
 - (b) Where a vacancy arises within that nurse staffing profile, the responsible manager/nurse-in-charge will initiate action to advertise the vacant position internally and/or externally immediately after receiving notice of resignation or termination.
 - (c) The Employer will advertise all ward based vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within eight working days).
- 96.2 Any notice, circular or advertisement for a position regulated by this Agreement will specify the salary grade or sub-grade, or level applicable.

PART K – OCCUPATIONAL HEALTH AND SAFETY

97 OHS Preliminary

97.1 Relationship to legislation

97.2 The provisions of this Part K of the Agreement will be read and interpreted in conjunction with the OHS Act, EO Act and WIRC Act and successors, provided where there is any inconsistency between this Agreement and the legislation referred to above, the legislation prevails to the extent of any inconsistency.

97.3 Arrangement of this Part K

This part is arranged as follows:

- (a) OHS Preliminary (clause 97)
- (b) OHS Working Group (clause 98)
- (c) OHS Risk Management (clause 99]
- (d) Incident Reporting, Investigation and Prevention (clause 100)
- (e) Designated Work Groups (clause 101)
- (f) HSRs (clause 102)
- (g) Occupational Violence and Aggression Prevention and Management (clause)
- (h) Workers' Compensation, Rehabilitation and Return To Work (clause 104)

97.4 Definitions

For the purposes of this Part K of this Agreement:

- (a) **DWG** means designated work group as defined under the OHS Act as amended from time to time and may include Employees other than nurses and/or midwives.
- (b) **Incident** means an event or circumstance that lead or could have lead to unintended or unnecessary harm.
- (c) **Injury** means any physical or mental injury.
- (d) **Insurer** means an authorised agent as defined by the WIRC Act.
- (e) **Workplace** means workplace as defined under the OHS Act.

98 Industry OHS Working Group

98.1 The Employers (and their representative), the Employees and the Unions will proactively cooperate in the development and recommendation of measures to improve occupational health and safety outcomes, with the intent of improving employee health and safety, prevent injury, illness and incapacity (and hence workers compensation payments), particularly with respect to the following:

- (a) safe patient and manual handling processes;
- (b) safe rostering practices and prevention of fatigue risks;

- (c) occupational violence and aggression prevention programs;
 - (d) education for NUMs/ANUMs regarding management of employees;
 - (e) workplace bullying.
- 98.2 The proactive cooperation described at subclause 98.1 with respect to the priorities identified above, will seek to achieve the following:
- (a) in the case of safe patient and manual handling processes, reduction of musculoskeletal injuries by identifying requirements for safe patient and manual handling programs including recommendation of principles and practices to prevent and reduce the associated risks;
 - (b) in the case of safe rostering practices, identification of staff and patient safety risks associated with working hours, shift work, rostering practices and fatigue, including any preventable hazards; and recommendation of principles and practices to prevent and reduce the associated risks;
 - (c) in the case of occupational violence and aggression prevention programs, ensuring the prevention and/or appropriate management of occupational violence to reduce associated injuries and illness, including the long term mental health implications of exposure to continuing violence and aggression, including recommendation of principles and practices to prevent and reduce the associated risks, consistent with the ANMF 10 Point Plan, and making recommendations to address these;
 - (d) in the case Education and training of NUMs/ANUMs, appropriate understanding of management obligations in relation to occupational health and safety, workers compensation and return to work by identifying gaps and making recommendations to address these, and
 - (e) in the case of workplace bullying, identification of bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and making recommendations to implement these.
- 98.3 As these matters are relevant to all employees and Employers covered by this Agreement, an Industry OHS Working Group will be established consisting of no more than three representatives from each of the following:
- (a) ANMF;
 - (b) VHIA;
 - (c) DHHS; and
 - (d) other attendees as agreed by members of the working party.
- 98.4 In the case of ANMF and VHIA, a representative may include a member.
- 98.5 The Industry OHS Working Group will commence meeting within three (3) months of the commencement of the Agreement, and will meet bi-monthly or otherwise by agreement between its members.
- 98.6 The Industry OHS Working Group will determine any actions it will undertake, in addition to the above priorities.
- 98.7 The Industry OHS Working Group will operate with the oversight of the SDPPWG and will produce annual reports to be provided to all parties on the progress, actions and recommendations resulting from the Group's work, with the first report to be delivered to the SDPPWG no more than 12 months after the first meeting.

99 OHS Risk Management

- 99.1 Those covered by this Agreement will take a pro-active approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.
- 99.2 The Employer will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.
- 99.3 Those covered by this Agreement recognise that consultation with nurses, midwives and their representatives is crucial to achieving a healthy and safe work environment. To this end, Employers will consult with nurses, midwives and their representatives around matters relating to health and safety in the workplace.
- 99.4 This Agreement recognises that hazards include, but are not limited to:
- (a) safe patient and manual handling;
 - (b) occupational violence and aggression;
 - (c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;
 - (d) unsafe design and layout of health workplaces;
 - (e) slips, trips and falls;
 - (f) blood borne and other infectious diseases;
 - (g) sharps; and
 - (h) hazardous substances.
- 99.5 The Employer will provide such information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This will occur on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

100 Incident Reporting, Investigation and Prevention

- 100.1 The Employer will facilitate timely reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.
- 100.2 Following an incident, the Employer will:
- (a) take appropriate action to prevent further injury to Employees,
 - (b) conduct an incident investigation and implement workplace controls to prevent the incident recurring, and
 - (c) provide information regarding the Employee's rights as relevant including the making a workers compensation claim or reporting to police.
- 100.3 The Employer will provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

101 Designated Work Groups

- 101.1 Where ANMF members constitute the majority of the workforce within a designated work group, the Employer will establish and maintain a system of DWGs in consultation with Employees and the ANMF.
- 101.2 In determining the particulars of DWGs (including number of HSRs), the following considerations will, where practicable, be taken into account:
- (a) the specific needs, conditions and hazards affecting Employees in the area(s) concerned;
 - (b) the working arrangements, including shiftwork, of Employees in the area(s) concerned;
 - (c) the accessibility of health and safety representatives to Employees in the area(s) concerned; and
 - (d) the geographical layout of the workplace.

102 HSRs

102.1 HSR(s) Election Process

- (a) All Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.
- (b) Where there is more than one nominee for any vacancy of an HSR position, the method of conducting the election will be determined by the Employees of the DWG concerned. The ANMF will, where requested by the staff, conduct the election.
- (c) If there is equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.
- (d) The Employer will maintain a current list of DWGs as well as the name(s) of the elected HSR(s) for each DWG and will display this in a prominent place in the workplace at all times.
- (e) Employers will provide a copy of the DWG list, with the names of the HSR(s), to the ANMF at least annually or within 28 days of receiving a written request from the ANMF.

102.2 HSR Training

- (a) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.
- (b) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.
- (c) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. An Employer will not prevent or obstruct an HSR from attending course chosen by them.
- (d) When attending an approved course, HSRs will be paid as per their roster, that is the normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.

- (e) Where HSRs attend an approved course outside their normal working hours or roster, they will be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when an HSR:
 - (i) normally works two days a week, and attends a block five-day course;
 - (ii) has a rostered day off during the course; and
 - (iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- (f) Rosters or shifts prior to/post HSR training will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- (g) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

102.3 Facilities for HSRs

- (a) HSRs will be provided with reasonable access to an office, telephone, computer (including email facilities where available), notice board, meeting room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the OHS Act.
- (b) Health and safety representatives will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

102.4 Health and Safety Committees

Health and safety committees will be established where requested by a HSR.

103 Occupational Violence and Aggression Prevention and Management

103.1 Prevention and Management of Occupational Violence and Aggression

Employees are entitled to be provided a workplace free of occupational violence and aggression.

103.2 Occupational Violence and Aggression Prevention

- (a) VHIA, Employers, ANMF and Employees support action to end violence and aggression in Victoria's public health system. This requires an inclusive, integrated approach both at an industry and individual health service level.
- (b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression. Those Employers who, at the time this Agreement comes into operation, do not have an action plan will develop one within six (6) months.
- (c) Any action plan will:
 - (i) outline the actions necessary to improve security;
 - (ii) implement proactive measures to identify and address risks;
 - (iii) ensure a reporting culture and mechanisms to assist in investigation; and
 - (iv) provide appropriate support following workplace incidents.

- (d) The action plan will be consistent with the:
 - (i) ANMF 10 Point Plan to End Violence and Aggression; and
 - (ii) WorkSafe Guidance note relevant to occupational violence and aggression.
- (e) In developing or reviewing an action plan the Employer will consult with HSRs, the ANMF and affected Employees to identify any gaps having regard for the requirements at (c).
- (f) The Employer will designate an occupational health and safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause 103.
- (g) Upon written request, an Employer will provide to the ANMF the following written information within four (4) weeks:
 - (i) the Employer's action plan or, where it does not have one, how it is developing an action plan,
 - (ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee chair,
 - (iii) where the Committee at (ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause 103, the name of the sub-committee or working party and the contact details of the Chair, and
 - (iv) details of the Employer's program / system for addressing occupational violence and aggression including relevant policies, and
 - (v) other material relevant to the Employer's program / system for addressing occupational violence and aggression and / or action plan.
- (h) Upon request by the ANMF, the Employer will invite the ANMF to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause 103.

103.3 Employers with Existing Policies

An Employer who, at the time this Agreement comes into operation, has policies that directly address the prevention and management of occupational violence and aggression will:

- (a) within three months review the policy / policies through the occupational health and safety committee(s) (including HSRs) and OH & S consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and the ANMF 10 Point Plan to prevent violence and aggression;
- (b) ensure that Employees are provided with the policies and are advised of any change;
- (c) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the policies;
- (d) upon request, provide a copy of existing policies to the ANMF or other Employee representative; and
- (e) upon request, meet with the ANMF or other Employee representative for consultation regarding the policies, their application and implementation.

103.4 Nothing in this clause limits an Employer from doing anything to support the reduction and prevention of occupational violence and aggression.

103.5 Employers without Existing Policies

An Employer who, at the time this Agreement comes into operation, does not have a policy that directly addresses the management and prevention of occupational violence and aggression will:

- (a) within three (3) months of the operation of this Agreement begin developing a policy response;
- (b) utilise its occupational health and safety committee (or equivalent) and consultation with HSRs to develop an appropriate policy response;
- (c) consider materials relevant to the development of a policy response including an occupational health and safety risk management approach, and the ANMF 10 Point Plan to prevent violence and aggression;
- (d) consult with employees and their representatives in the development, finalisation and prior to the implementation of its policy;
- (e) train Employees as part of the policy implementation process;
- (f) provide periodic refresher training to Employees; and
- (g) review the effectiveness of its policy on an on-going basis.

103.6 Key Principles

In developing, reviewing and implementing policies, the following matters will be considered:

- (a) security;
- (b) risk identification;
- (c) the development of patient care plans;
- (d) incident reporting, investigation and action;
- (e) workplace design;
- (f) training;
- (g) integration of policies and procedures;
- (h) post incident support;
- (i) application across all health disciplines; and
- (j) empowering staff to expect a safe workplace.

103.7 Continuous Improvement

- (a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering the ANMF 10 Point Plan to end violence and aggression, in consultation with HSRs and clinical care staff.
- (b) The Employer will provide the results of such audits and the action plan to their HSR and, upon request, Job Representatives, for review and discussion at the committee or working group referred to at 103.2(f).
- (c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:

- (i) baseline standards for security; and
 - (ii) incident reporting systems.
- (d) Employers will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

104 Workers' Compensation, Rehabilitation and Return To Work

104.1 Workers Compensation Information

- (a) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.
- (b) The Employer will provide a copy of the poster (A4 version) to Employees as soon as they report an incident/injury.

104.2 Accident Make-Up Pay

See clause 29.

104.3 Attendance at medical appointments

Where there is an accepted workers' compensation claim, an Employee who requires time off during work time to attend medical and other appointments may elect to:

- (a) take the time as paid personal/carer's leave (subject to having sufficient accrued leave); or
- (b) take the time as paid work time, in which case the Employer may claim repayment for that time under workers' compensation legislation, subject to that legislation.

104.4 Return to Work

- (a) The Employer will appoint a Return to Work Co-ordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- (b) The Employer will develop an appropriate return to work plan as soon as medically appropriate in consultation with the injured Employee concerned, his/her treating doctor and health professionals providing treatment or services to the injured Employee.
- (c) The Employer will assist injured Employees to remain at work or return to work in suitable employment as soon as medically appropriate after injury. The Employer will ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured Employee. The suitable employment will also take into account the Employee's place of residence and pre-injury hours of work.
- (d) Without limiting the content of the return to work plan, the plan will include, but not be limited to:
 - (i) a return to work program signed by the Employer, Employee and treating doctor which covers:
 - (ii) the estimated date of the return to work;
 - (iii) the position title;

- (iv) the duties and hours of work to be offered;
 - (v) the nature of the incapacity and any medical restrictions;
 - (vi) the applicable classification and pay rate;
 - (vii) steps to be taken to facilitate the return to work; and
 - (viii) the date or dates for regular review.
- (e) The return to work plan may also consider:
- (i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and
 - (ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.
- (f) The return to work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.
- (g) Employees will have the right to have a support person present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that he/she may have a support person present. The Employer will where practicable provide to the Employee at least seven days notice of such interviews occurring.
- (h) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.
- (i) A Union representative may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.
- (j) The Employer and the Employee will co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the WIRC Act will apply.

104.5 Rehabilitation, Re-training and Re-education

- (a) The Employer may pay for any re-training or re-education which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.
- (b) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre injury employment the Employer will ensure the Employee is advised of all vacancies as they become available.

PART L – INTERACTION WITH SAFE PATIENT CARE ACT AND RELATED MATTERS

105 Interaction with the Safe Patient Care Act

105.1 The provisions in subclauses 105.3 to 105.6 (inclusive) below will commence operation if either of the following conditions is met:

- (a) the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
- (b) a Care/Ratio Detriment Notice comes into effect pursuant to subclause 105.2(e) below.

In this clause 105, **Incorporation Date** means the date on which either of the conditions in subclause 105.1(a) or (b) is met.

105.2 Care/Ratio Detriment Notice

- (a) If the Secretary of the ANMF (Victorian Branch) (**Secretary**) is satisfied that the Safe Patient Care Act has been amended or its operation varied by reason of any Act or Subordinate Instrument (**care/ratio change**) in such a manner as to be likely to result in a detriment to the level of safe patient care and nurse/midwife to patient ratios facilitated by the Safe Patient Care Act she/he may issue a notice (**Care/Ratio Detriment Notice**).
- (b) A Care/Ratio Detriment Notice will be filed with the Commission and served on the VHIA, the Department Head of DHHS and each Employer to which this Agreement applies.
- (c) A Care/Ratio Detriment Notice must be filed and served within 60 days of the coming into effect of the care/ratio change concerned and must specify the care/ratio change.
- (d) A failure or deficiency in service under subclauses 105.2(b) or 105.2(e)(ii) will not affect the validity and effect of the Care/Ratio Detriment Notice or the withdrawal of that Notice if properly filed with the Commission.
- (e) The Care/Ratio Detriment Notice will come into effect as follows:
 - (i) The Care/Ratio Detriment Notice will come into effect 7 days after it is filed with the Commission unless, during that 7 day period (**Notification Period**), the VHIA files with the Commission and serves on the Secretary, a consultation request. If a consultation request is served in the Notification Period, then subclause 105.2(e)(ii) will apply.
 - (ii) Upon filing a consultation request pursuant to subclause 105.2(e)(i) , a period of 14 days will be allowed for consultation to occur (**Consultation Period**). During the Consultation Period the Secretary or delegate and the VHIA will consult in good faith in relation to the care/ratio change and the Care/Ratio Detriment Notice. The Department Head or delegate of DHHS may be involved in these consultations. The Secretary may withdraw the Care/Ratio Detriment Notice at any time during the Consultation Period by filing correspondence to this effect with the Commission and serving it on the VHIA, the Department Head of DHHS and each Employer to which this

Agreement applies. Unless withdrawn during the Consultation Period, the Care/Ratio Detriment Notice will come into effect on the day after the end of the Consultation Period.

- (f) The Secretary in determining her/his satisfaction as to detriment under subclause 105.2(a) will have regard to the following:
 - (i) any representation made by persons affected by the care/ratio impact change;
 - (ii) the likely effect of the care/ratio impact change on the provision of safe patient care;
 - (iii) the likely effect of the care/ratio impact change on nursing/midwifery workloads; and
 - (iv) the purpose and reasons for the care/ratio impact change (if any) provided to the Parliament.
- (g) Nothing in subclauses 105.1 or 105.2 or any act or failure to act under subclauses 105.1 or 105.2 will be subject to the Dispute Resolution Procedure in this Agreement or otherwise be subject to review.

105.3 If either of the conditions in subclauses 105.1(a) or (b) is met,

- (a) sections 3, 4 and 5 of Part 1, Part 2 and Schedules 1, 2 and 3 of the Safe Patient Care Act and any associated Regulations as in force immediately prior to:
 - (i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
 - (ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a) ,will be incorporated as terms of this Agreement with effect from the Incorporation Date;
- (b) the ratios in force by operation of any re-distribution or variation or agreement under Part 2 – Division 4 or by the operation of sections 47, 48 or 49 of the Safe Patient Care Act as in force immediately prior to:
 - (i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or
 - (ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a)will be incorporated as terms of this Agreement with effect from the Incorporation Date;
- (c) references in this Agreement to the Safe Patient Care Act, other than the references in subclauses 4.4 and 6.4, and clause 105 (Interaction with the Safe Patient Care Act) are to be read as the Safe Patient Care Act as incorporated by subclauses 105.3(a) and 105.3(b) with effect from the Incorporation Date; and
- (d) the Agreement is to operate to the complete exclusion of any inconsistent State laws with effect from the Incorporation Date.

105.4 For the purposes of this clause 105, 'Safe Patient Care Act as incorporated' means those parts of the Safe Patient Care Act and associated Regulations incorporated pursuant to subclause 105.3.

105.5 The terms of the Safe Patient Care Act as incorporated into this Agreement pursuant to subclause 105.3, will operate in conjunction with the terms of the Agreement, provided

that where there is an inconsistency between the Safe Patient Care Act as incorporated and other provisions of this Agreement, the terms of the Safe Patient Care Act as incorporated, will prevail.

- 105.6 Any dispute as to how any provision of the Safe Patient Care Act as incorporated, operates or operates in conjunction with the Agreement, may be progressed through clause 13 (Dispute Resolution Procedure) of this Agreement. In exercising its powers in relation to such a dispute under clause 13, the Commission:
- (a) must take into account the objects of the Safe Patient Care Act as incorporated pursuant to subclause 105.3;
 - (b) may, if necessary, take into account the intention of Parliament as expressed in the explanatory memorandum to the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Bill 2005*; and
 - (c) may only, if the dispute is in respect of a variation to the ratios made in accordance with the Safe Patient Care Act as incorporated by subclause 105.3, consider whether consultation in good faith has occurred. Accordingly, clinical aspects of the variation remain the sole responsibility and accountability of the Employer and are not subject to consideration by the Commission.

106 Undergraduate Employment Models

106.1 Definition

A **Registered Undergraduate Student of Nursing** or **RUSON** for the purposes of this clause is a person currently enrolled at a University to undertake undergraduate nursing study, who is registered with AHPRA as a student nurse, and who at commencement, has successfully completed not less than twelve months of the Bachelor of Nursing Degree.

106.2 Implementation of Registered Undergraduate Student of Nursing Employment Model

By agreement between the Employer and the ANMF, an Employer may implement an Registered Undergraduate Student of Nursing Employment Model. It is at the discretion of each Employer as to whether they participate in the Registered Undergraduate Student of Nursing Employment Model.

106.3 Employment of RUSONs

- (a) RUSON participants will be employed on a fixed term basis and employment will conclude when the Employee terminates their employment, or on being granted registration as a Registered Nurse, or withdraws, defers from or fails their undergraduate degree.
- (b) The number of student nurses utilised will not exceed one student per ward, per shift, one additional student nurse may be utilised where the ward exceeds 30 beds by 10% or more.
- (c) RUSON Employees will have performance appraisals conducted in accordance with hospital policy.
- (d) In order to balance the RUSONs academic obligations and the needs of the Employer, the rostered work of students will be in shifts of not less than four hours on day or evening shifts, or 10 hours on night shifts, Monday to Sunday.

- (e) RUSONs will be delegated activities and aspects of care by a Registered Nurse and supervised in providing the delegated activity by the Registered Nurse. The RUSON must at all times work under the delegation and supervision of the Registered Nurse
- (f) RUSONs will not be given sole patient allocation but instead work with one or more nurses in the provision of care to a group of patients.

106.4 Rate of pay for RUSONs

A RUSON will be paid on the following basis:

Year of employment as an URN	Percentage of Grade 2 Year 1 rate of pay set out in Part 1 of Appendix 2
RUSON - Year 1	75%
RUSON – Year 2	80%
RUSON – Year 3 and if relevant subsequent years	85%

106.5 Other terms and conditions for RUSONs

All other terms and conditions of employment will be those applying to a Registered Nurse under this Agreement except where this clause explicitly says otherwise.

106.6 Continuity of service

Continuity of Service as a Registered Nurse will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse is less than twelve months.

106.7 Working Party

- (a) A Working Party will be established comprising representatives of the ANMF, the Employer and, if practicable, the participating University/s.
- (b) The Working Party will, prior to commencement of the model, agree on:
 - (i) the participating wards/units;
 - (ii) ensure the RUSON works within the Position Description, the Core activity list, and the Exclusion List;
 - (iii) education and training of registered and enrolled nurses regarding the new role; and
 - (iv) the terms of the evaluation of the program.

107 Midwifery Continuity of Care Models

107.1 Safe Patient Care Act

Nothing in this clause permits variations inconsistent with the minimum ratio requirements prescribed by or made under the Safe Patient Care Act.

107.2 Definition

In this clause Local Health Agency Committee (**LHAC**) means a committee comprising equal numbers of local ANMF representatives and local Employer representatives.

107.3 Introducing a Midwifery Continuity of Care Model

- (a) An Employer may propose to introduce a midwifery continuity of care model (**Proposal**).
- (b) The Employer will notify:
 - (i) LHAC, and
 - (ii) the ANMF Secretary in writing.
- (c) The LHAC will be consulted on the Proposal.
- (d) Following consultation with the LHAC, the Employer will distribute the Proposal, including any amendments arising from consultation, to affected midwives (including those midwives who may not participate in the model) and a secret ballot will occur to determine whether the Proposal is accepted.
- (e) All proposals must take into account and address the guidelines set out at subclause 107.4 below

107.4 Guidelines for Midwifery Continuity of Care Models

The guidelines for Midwifery Continuity of Care Models are as follows:

- (a) Models should aim for continuity of care including pre-natal care, labour and birth care, postnatal and community care.
- (b) Changes to employment patterns (including hours) will be agreed as part of the consideration of a proposal and entitlements will apply in accordance with the new pattern of work (including hours), this Agreement and these provisions. For midwives not entering the model, existing work patterns (including hours) and entitlements will continue unless otherwise agreed between the Employer and the midwife.
- (c) The model arrangements must include appropriate back up and support by other midwives at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives not participating in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide back-up, support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.
- (d) The caseload per one EFT midwife will not exceed 45 women (booked in) per annum, with proportional caseloads to be allocated to part-time midwives.
- (e) Clinically effective arrangements will be maintained at all times to ensure optimal client outcomes.
- (f) Local arrangements are to be agreed and resourced to ensure compliance with this Arrangement (save as to remuneration, the options for which are set out below).
- (g) Average full time day standard of 8 hours to be the objective with the absolute maximum of 12 hours.
- (h) Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and this Agreement.
- (i) The proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) will be available between 8 and 12 hours of duty.
- (j) The 4 days clear of duty and on call provided for in this Agreement to apply.

- (k) Appropriate managerial and midwife classification structure to be included in the model, taking into account the extent and size of the model and its interrelationship with existing maternity services at the local facility, the nursing career structure and this Agreement.
- (l) Full indemnity arrangements to be maintained by the Employer.
- (m) Vehicle provided or relevant vehicle allowance payable.
- (n) Professional development support to be available as per this Agreement, with additional support to be agreed between the Employer and Employee, as required.
- (o) Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.
- (p) The model will not in any way operate to reduce or preclude the provision of MCH nursing services to clients.
- (q) The model must clearly and explicitly outline the inter-relationship between the existing maternity services (and, if necessary, existing services related to maternity services) and the proposed model.

107.5 Remuneration

- (a) Midwives participating in the Midwifery Continuity of Care Model will receive a commuted loading on salary in lieu of applicable:
 - (i) public holiday penalties;
 - (ii) Saturday and Sunday penalties;
 - (iii) recall and overtime;
 - (iv) on call allowance;
 - (v) shift allowance;
 - (vi) telephone recall; and
 - (vii) annual leave loading paid as “projected roster”
 - (viii) based on the actual number and pattern of hours worked.
- (b) The commuted loading under this clause is the greater of:
 - (i) 32% of the Employee’s salary, or
 - (ii) if at the time the Agreement comes into effect the Employee receives a commuted loading greater than 32%, the existing loading.
- (c) All other entitlements set out in this Agreement will apply.
- (d) The commuted loading will be paid in addition to the ordinary time rate of pay during all periods of annual leave.

107.6 Commuted loading review

During the life of this Agreement, the VHIA, on behalf of the Employers, and the ANMF on behalf of Employees, will jointly undertake audits of Employers using Commuted Loading to determine the percentage loading that most accurately reflects the following entitlements otherwise payable:

- (a) public holiday penalties;
- (b) Saturday and Sunday penalties;
- (c) recall and overtime;

- (d) on call allowance;
- (e) shift allowance;
- (f) telephone recall; and
- (g) annual leave loading paid as “projected roster”

is the same as the commuted loading.

107.7 Midwives not in the model

- (a) Participation in the model for midwifery staff is voluntary. Subject to operational requirements (e.g. where a midwife has been replaced on the ward whilst participating in the model) midwives will be able to elect to participate/cease participating in the model provided adequate notice is provided. No midwife will lose her/his job by reason of the introduction of a continuity of care model.
- (b) Details of arrangements for midwives not entering the new model will be contained within the proposal. Whether working in a new model or not, arrangements will be such that midwives can have access with their Employer and be able to perform the range of midwifery duties at an equivalent level to the access and performance provided prior to the implementation of the model in order to maintain their skill base.

107.8 Advertising Positions in the Model

Once a proposal has been implemented by an Employer in accordance with this clause, the Employer will be entitled to advertise for new Employee midwives to participate exclusively in the model(s) and subclause 107.7(a) above will not apply, i.e. the newly employed midwives would not be able to elect to cease participating in the model.

107.9 Evaluation

- (a) Where a Midwifery Continuity of Care Model is introduced, nursing / midwifery management, ANMF nominated representatives and relevant staff will:
 - (i) during the first 12 months conduct an informal review on a monthly basis; and
 - (ii) no later than 12 months after the introduction of the model, conduct a comprehensive formal review with further reviews at agreed intervals thereafter.
- (b) Any new model will automatically be required to report on the model in an identical manner as all other maternity services providers, and this information will be provided to the evaluation parties as outlined in subclause 107.9(a) above.

107.10 Dispute Resolution

- (a) In the event of any dispute arising between an Employer and the ANMF relating to the continuation or implementation of midwifery continuity of care models and this clause, it will in the first instance be referred to ANMF/VHIA/DHHS for consideration and consultation.
- (b) In the event the dispute is unable to be resolved in accordance with subclause 107.10(a) above, it will be processed in accordance with the Dispute Resolution Procedures of this Agreement.

SIGNATURES

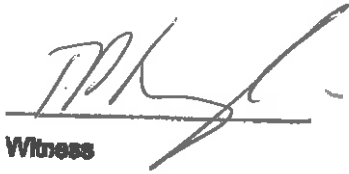
SIGNED for and on behalf of each of the EMPLOYERS referred to in Appendix 1 by the authorised representatives of the Victorian Hospitals' Industrial Association, 88 Marlborough Street, Footscray in the presence of:



Signature

STUART McCULLOUGH

Name (print)



Witness

TIMOTHY NACLE

Name of Witness (print)

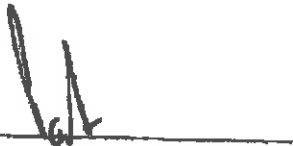
SIGNED for and on behalf of AUSTRALIAN NURSING AND MIDWIFERY FEDERATION, 540 Elizabeth Street, Melbourne by its authorised officers in the presence of:



Signature

LISA FITZPATRICK

Name (print)



Witness

PAUL GILBERT

Name of Witness (print)

SIGNED for and on behalf of HEALTH SERVICES UNION, 222 Kings Way, South Melbourne by its authorised officers in the presence of:



Signature

David Ecker

Name (print)



Witness

Graeme Mitchell

Name of Witness (print)

APPENDIX 1 - LIST OF EMPLOYERS

1. Albury Wodonga Health (Wodonga Hospital)
2. Alexandra District Hospital
3. Alfred Health
4. Alpine Health
5. Austin Health
6. Bairnsdale Regional Health Service
7. Ballarat Health Services
8. Ballarat Community Health Centre
9. Banyule Community Health
10. Barwon Health
11. Bass Coast Regional Health
12. Beaufort and Skipton Health Service
13. Beechworth Health Service
14. Bellarine Community Health Ltd
15. Benalla Health Service
16. Bendigo Health Care Group
17. Bendigo Community Health Service
18. Bentleigh Bayside Community Health Service Inc
19. Boort District Health
20. Calvary Health Bethlehem Hospital Ltd
21. Carrington Health (formerly Whitehorse Community Health Service)
22. Casterton Memorial Hospital
23. Castlemaine District Community Health Centre Inc
24. Castlemaine Health
25. Central Bayside Community Health Services
26. Central Gippsland Health Service
27. Cobaw Community Health Service Ltd
28. Cobram District Health
29. Cohealth Ltd (amalgamation of Doutta Galla Community Health Service, North Yarra Community Health and Western Region Health Centre Ltd)
30. Cohuna District Hospital
31. Colac Area Health
32. Darebin Community Health Service
33. Darlingford Upper Goulburn Nursing Home
34. Dental Health Services Victoria
35. Dianella Community Health
36. Djerriwarrh Health Services
37. Dunmunkle Health Services
38. EACH Social and Community Health (amalgamation of Eastern Access Community Health Inc. and Knox Community Health Service Ltd)
39. East Grampians Health Service
40. East Wimmera Health Service
41. Eastern Health
42. Echuca Regional Health
43. Edenhope & District Memorial Hospital
44. Ensay Bush Nursing Centre Inc.
45. Gateway Health (formerly Ovens & King Community Health Service)
46. Gippsland Lakes Community Health (includes Nowa Nowa Community Health Service Inc.)
47. Gippsland Southern Health Service
48. Goulburn Valley Health
49. Grampians Community Health
50. healthAbility (formerly Nillumbik Community Health Service Ltd)
51. Heathcote Health
52. Hepburn Health Service
53. Hesse Rural Health Service
54. Heywood Rural Health
55. Indigo North Health Inc
56. Inglewood & District Health Service
57. Inner East Community Health Service (formerly Manningham Community Health Service Ltd)
58. Inner South Community Health Service Ltd
59. Inspiro (formerly Ranges Community Health)
60. IPC Health
61. Jacaranda Village
62. Kerang District Health
63. Kilmore & District Hospital
64. Kooweerup Regional Health Service
65. Kyabram and District Health Services
66. Kyneton District Health Service
67. Latrobe Community Health Service
68. Latrobe Regional Hospital
69. Link Health and Community (formerly Monashlink Community Health Service Ltd)

- | | |
|---|---|
| 70. Lorne Community Hospital | 98. Queen Elizabeth Centre |
| 71. Lyndoch Living Inc | 99. Robinvale District Health Services |
| 72. Macedon Ranges Health Services | 100. Rochester & Elmore District Health Service |
| 73. Maldon Hospital | 101. The Royal Children's Hospital |
| 74. Mallee Track Health & Community Service | 102. The Royal Victorian Eye and Ear Hospital |
| 75. Mansfield District Hospital | 103. The Royal Women's Hospital |
| 76. Maryborough District Health Service | 104. Rural Northwest Health |
| 77. Melbourne Health | 105. Seymour Health |
| 78. Mercy Public Hospitals Inc | 106. South Gippsland Hospital |
| 79. Merri Health | 107. South West Healthcare |
| 80. Mildura Base Hospital | 108. St Vincent's Hospital (Melbourne) Limited |
| 81. Monash Health | 109. Stawell Regional Health |
| 82. Moyne Health Services | 110. Sunbury Community Health Centre |
| 83. Nathalia District Hospital | 111. Sunraysia Community Health Services Ltd |
| 84. Nexus Primary health (formerly Mitchell Community Health Service) | 112. Swan Hill District Health |
| 85. North Richmond Community Health Care Centre | 113. Tallangatta Health Service |
| 86. Northeast Health Wangaratta | 114. Terang & Mortlake Health Service |
| 87. Northern District Community Health | 115. Timboon & District Health Care Service |
| 88. Northern Health | 116. Tweddle Child & Family Health Service |
| 89. Numurkah District Health Service | 117. Upper Murray Health and Community Services |
| 90. Omeo District Health | 118. West Gippsland Healthcare Group |
| 91. Orbost Regional Health | 119. West Wimmera Health Service |
| 92. Otway Health and Community Services | 120. Western District Health Service |
| 93. Peninsula Health | 121. Western Health |
| 94. Peter MacCallum Cancer Institute | 122. Wimmera Health Care Group |
| 95. Plenty Valley Community Health Ltd | 123. Yarram & District Health Service |
| 96. Portland District Health | 124. Yarrawonga District Health Service |
| 97. Primary Care Connect | 125. Yea and District Memorial Hospital |

APPENDIX 2 - WAGES AND ALLOWANCES

Part 1: Wages

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
TRAINEE YEAR 1	IB40	\$800.30	\$826.30	\$859.40	\$885.20	\$911.80	\$939.20	\$967.40
TRAINEE YEAR 2	IB41	\$866.20	\$894.40	\$930.20	\$958.10	\$986.80	\$1,016.40	\$1046.90
EN LEVEL 1.1 (ENY1)	IB60	\$948.20	\$976.60	\$1,008.30	\$1,048.60	\$1,080.10	\$1,112.50	\$1,145.90
EN LEVEL 1.2 (ENY2)	IB61	\$967.50	\$996.50	\$1,028.90	\$1,070.10	\$1,102.20	\$1,135.30	\$1,169.40
EN LEVEL 1.3 (ENY3)	IB62	\$986.80	\$1,016.40	\$1,049.40	\$1,091.40	\$1,124.10	\$1,157.80	\$1,192.50
EN LEVEL 1.4 (ENY4)	IB63	\$1,006.30	\$1,036.50	\$1,070.20	\$1,113.00	\$1,146.40	\$1,180.80	\$1,216.20
EN LEVEL 1.5 (ENY5/6)	IB64	\$1,044.89	\$1,076.20	\$1,111.20	\$1,155.60	\$1,190.30	\$1,226.00	\$1,262.80
EN LEVEL 1.6 (ENY7/8)	IB65	\$1,077.30	\$1,109.60	\$1,145.70	\$1,191.50	\$1,227.20	\$1,264.00	\$1,301.90
EN LEVEL 2.1 (ENY1/2)	IB66	\$1,018.30	\$1,048.80	\$1,082.90	\$1,126.20	\$1,160.00	\$1,194.80	\$1,230.60
EN LEVEL 2.2 (ENY3)	IB67	\$1,041.00	\$1,072.20	\$1,107.00	\$1,151.30	\$1,185.80	\$1,221.40	\$1,258.00
EN LEVEL 2.3 (ENY4)	IB68	\$1,063.80	\$1,095.70	\$1,131.30	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
EN LEVEL 2.4 (ENY5)	IB69	\$1,086.50	\$1,119.10	\$1,155.50	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
EN LEVEL 2.5 (ENY6)	IB70	\$1,109.20	\$1,142.50	\$1,179.60	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
EN LEVEL 2.6 (ENY7/8)	IB71	\$1,120.70	\$1,154.30	\$1,191.80	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
EN LEVEL 2.7 (EN with 5 routes**)	IB72	\$1,131.90	\$1,165.90	\$1,203.80	\$1,252.00	\$1,289.60	\$1,328.30	\$1,368.10

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
EN LEVEL 3.1 (ENY1-8 with SA***)	IB73	\$1,188.70	\$1,224.40	\$1,264.20	\$1,314.80	\$1,354.20	\$1,394.80	\$1,436.60
EN LEVEL 3.2 (ENY1-8 with 4 routes****)	IB74	\$1,231.30	\$1,268.20	\$1,309.40	\$1,361.80	\$1,402.70	\$1,444.80	\$1,488.10
EN LEVEL 3.3 (ENY1-8 with 5 routes)	IB75	\$1,251.30	\$1,288.80	\$1,330.70	\$1,383.90	\$1,425.40	\$1,468.20	\$1,512.20

RUSON YEAR 1	TBA*	\$812.30	\$836.70	\$863.90	\$891.30	\$918.10	\$945.60	\$974.00
RUSON YEAR 2	TBA*	\$866.50	\$892.50	\$921.50	\$950.70	\$979.30	\$1,008.60	\$1,038.90
RUSON YEAR 3	TBA*	\$920.60	\$948.30	\$979.10	\$1,010.10	\$1,040.50	\$1,071.70	\$1,103.80

*CODE FOR THE RUSON CLASSIFICATION WILL BE ADVISED WHEN AVAILABLE.

RN G2 Y1 STUD MWIFE	YO1	\$1,083.10	\$1,115.60	\$1,151.90	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
RN G2 Y2 STUD MWIFE	YO2	\$1,124.30	\$1,158.00	\$1,195.60	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
RN G2 Y3 STUD MWIFE	YO3	\$1,165.80	\$1,200.80	\$1,239.80	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
RN G2 Y4 STUD MWIFE	YO4	\$1,207.20	\$1,243.40	\$1,283.80	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
RN G2 Y5 STUD MWIFE	YO5	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN G2 Y6 STUD MWIFE	YO6	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN G2 Y7 STUD MWIFE	YO7	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN G2 Y8 STUD MWIFE	YO8	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
RN G2 Y9 STUD MWIFE	YO9	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
RN G2 Y10 STUD MWIFE	YO10	\$1,428.10	\$1,470.90	\$1,518.70	\$1,678.50			
RN GRADE 2 YEAR 1 (GRAD YR)	YP2	\$1,083.10	\$1,115.60	\$1,151.90	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
RN GRADE 2 YEAR 2	YP3	\$1,124.30	\$1,158.00	\$1,195.60	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
RN GRADE 2 YEAR 3	YP4	\$1,165.80	\$1,200.80	\$1,239.80	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
RN GRADE 2 YEAR 4	YP5	\$1,207.20	\$1,243.40	\$1,283.80	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
RN GRADE 2 YEAR 5	YP6	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN GRADE 2 YEAR 6	YP7	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN GRADE 2 YEAR 7	YP8	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN GRADE 2 YEAR 8	YP9	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
RN GRADE 2 YEAR 9	YP10	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
RN GRADE 2 YEAR 10	YP11	\$1,428.10	\$1,470.90	\$1,518.70	\$1,678.50			
RN GR 2 YR 2 MIDWIFE	YS2	\$1,124.30	\$1,158.00	\$1,195.60	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
RN GR 2 YR 3 MIDWIFE	YS3	\$1,165.80	\$1,200.80	\$1,239.80	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
RN GR 2 YR 4 MIDWIFE	YS4	\$1,207.20	\$1,243.40	\$1,283.80	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
RN GR 2 YR 5 MIDWIFE	YS5	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN GR 2 YR 6 MIDWIFE	YS6	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN GR 2 YR 7 MIDWIFE	YS7	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN GR 2 YR 8 MIDWIFE	YS8	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
RN GR 2 YR 9 MIDWIFE	YS10	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
RN GR 2 YR 10 MIDWIFE	YS11	\$1,428.10	\$1,470.90	\$1,518.70	\$1,678.50			
RN G2 DIST NURSE YR1	YQ1	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN G2 DIST NURSE YR2	YQ2	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN G2 DIST NURSE YR3	YQ3	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN G2 DIST NURSE YR4	YF4	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20
RN G2 DIST NURSE YR5	YF5	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
RN G2 DIST NURSE YR6	YF6	\$1,428.10	\$1,470.90	\$1,518.70	\$1,678.50			
RN G2 BLOOD BANK YR1	YQ5	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
RN G2 BLOOD BANK YR2	YQ6	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
RN G2 BLOOD BANK YR3	YQ7	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
RN G2 BLOOD BANK YR4	YQ8	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G2 BLOOD BANK YR5	YQ9	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
CLINICAL SPECIALIST	YS9	\$1,469.40	\$1,513.50	\$1,562.70	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
CLIN SPEC MIDWIFE	JC5	\$1,469.40	\$1,513.50	\$1,562.70	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
RN G3A Y1 OCC HEALTH	YT4	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2 OCC HEALTH	YT5	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3A Y1 CHILD CARE	YT7	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2 CHILD CARE	YT8	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3A Y1 DIST NURSE	YU1	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2 DIST NURSE	YU2	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3A Y1 MIDWIFE	JC6	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2 MIDWIFE	JC7	\$1,501.20	\$1,546.20	\$1,596.50				
A/HOS ADM L1(3A) Y1	XA5	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
A/HOS ADM L1(3A) Y2	XA6	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3A Y1	YT11	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2	YT12	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3A Y1 RESEARCH	YT13	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN G3A Y2 RESEARCH	YT14	\$1,501.20	\$1,546.20	\$1,596.50				
RN G3B Y1 BUSH NURSE	YU7	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 BUSH NURSE	YU8	\$1,545.20	\$1,591.60	\$1,643.30				
RN G3B Y1 CHILD CARE	YV4	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 CHILD CARE	YV5	\$1,545.20	\$1,591.60	\$1,643.30				
RN GR3B Y1 COMM HLTH	ZJ1	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN GR3B Y2 COMM HLTH	ZJ2	\$1,545.20	\$1,591.60	\$1,643.30				
RN G3B Y1 OCC HEALTH	YV7	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 OCC HEALTH	YV8	\$1,545.20	\$1,591.60	\$1,643.30				

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G3B Y1 MIDWIFE	JC8	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 MIDWIFE	JC9	\$1,545.20	\$1,591.60	\$1,643.30				
RN G3B Y1	YU11	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2	YU12	\$1,545.20	\$1,591.60	\$1,643.30				
RN G3B Y1 RESEARCH	YU13	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 RESEARCH	YU14	\$1,545.20	\$1,591.60	\$1,643.30				
RN G3B Y1 HITH/PAC	YU15	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN G3B Y2 HITH/PAC	YU16	\$1,545.20	\$1,591.60	\$1,643.30				
A/HOS ADM L2(3B) Y1	XA8	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
A/HOS ADM L2(3B) Y2	XA9	\$1,545.20	\$1,591.60	\$1,643.30				
RN ANUM YEAR 1	YW11	\$1,553.50	\$1,600.10	\$1,652.10	\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
RN ANUM YEAR 2	YW12	\$1,587.10	\$1,634.70	\$1,687.80	\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
RN G4A Y1 TEACHER	YW4	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 TEACHER	YW5	\$1,658.20	\$1,707.90	\$1,763.40				
RN G4A Y1 COMM HLTH	YW7	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 COMM HLTH	YW8	\$1,658.20	\$1,707.90	\$1,763.40				
RN G4A Y1 CHILD CARE	YX1	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 CHILD CARE	YX2	\$1,658.20	\$1,707.90	\$1,763.40				
RN G4A Y1 BUSH NURSE	YX4	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 BUSH NURSE	YX5	\$1,658.20	\$1,707.90	\$1,763.40				
RN G4A Y1 AST SUPER	YX7	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 AST SUPER	YX8	\$1,658.20	\$1,707.90	\$1,763.40				
RN G4A Y1 DIST NURSE	YY1	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 DIST NURSE	YY2	\$1,658.20	\$1,707.90	\$1,763.40				

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G4A Y1 CLIN COORD	YY4	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 CLIN COORD	YY5	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1 LIAIS OFF	YY7	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 LIAIS OFF	YY8	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1 CLIN CON A	ZF4	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 CLIN CON A	ZG7	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1 STUD MIDW	JD1	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 STUD MIDW	JD2	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
HOS ADMIN L1(4A) Y1	XB4	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
HOS ADMIN L1(4A) Y2	XB5	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
A/HOS ADM L1(4A) Y1	XC1	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
A/HOS ADM L1(4A) Y2	XC2	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1	YW17	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2	YW18	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1 RESEARCH	YW13	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 RESEARCH	YW14	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4A Y1 HITH/PAC	YW15	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN G4A Y2 HITH/PAC	YW16	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN G4B YR1 ND IC <13	ZC3	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y1 CHARGE RCBB	YZ4	\$1,815.00	\$1,869.50	\$1,930.30	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50
RN G4B Y2 CHARGE RCBB	YZ5	\$1,859.10	\$1,914.90	\$1,977.10	\$2,218.70			
RN G4B Y3 CHARGE RCBB	YZ6	\$1,902.60	\$1,959.70	\$2,023.40	\$2,218.70			
RN G4B Y1 TEACHER	YZ7	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 TEACHER	YZ8	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G4B Y1 COMM HLTH	ZA1	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 COMM HLTH	ZA2	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1 BUSH NURSE	ZA4	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 BUSH NURSE	ZA5	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1 MAT&CHILD	ZJ5	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 MAT&CHILD	ZJ6	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1 CLIN CON B	ZJ4	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 CLIN CON B	ZJ7	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
DAY HOSP COORD(4B)Y1	ZO9	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
DAY HOSP COORD(4B)Y2	ZP1	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1 STUD MIDW	JD3	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 STUD MIDW	JD4	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
HOS ADMIN L1(4B) Y1	XF8	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
HOS ADMIN L1(4B) Y2	XF9	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
HOS ADMIN L2(4B) Y1	XG2	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
HOS ADMIN L2(4B) Y2	XG3	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
A/HOS ADM L2(4B) Y1	XG5	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
A/HOS ADM L2(4B) Y2	XG6	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
MAT&CHILD RDNS(4B)Y1	ZE1	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
MAT&CHILD RDNS(4B)Y2	ZE2	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1	YX11	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2	YX12	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G4B Y1 RESEARCH	YX13	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 RESEARCH	YX14	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN G4B Y1 HITH/PAC	YX15	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G4B Y2 HITH/PAC	YX16	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN NUM YEAR 1	YZ11	\$1,815.00	\$1,869.50	\$1,930.30	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50
RN NUM YEAR 2	YZ22	\$1,859.10	\$1,914.90	\$1,977.10	\$2,218.70			
RN NUM YEAR 3	YZ33	\$1,902.60	\$1,959.70	\$2,023.40	\$2,218.70			
RN G5 CLIN CONS C Y1	ZA7	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 CLIN CONS C Y2	ZA8	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 TEACHER RDNS	ZB1	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 SUPER RDNS	ZB3	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 SUPER	ZB5	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 ADON 13-50	ZB7	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 ADON 51-200	ZB8	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 ADON 201-400	ZB9	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 ADON 401-600	ZC1	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 ADON 601+	ZC2	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
RN G5 NT/SUP 13-50	ZC4	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 NT/SUP 51-200	ZC5	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 NT/SUP 201-400	ZC6	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 NT/SUP 401-600	ZC7	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 NT/SUP 601+	ZC8	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
RN G5 D/P TEACHER	ZD1	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G5 D/P TEACHER	ZD2	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 D/P TEACHER	ZD3	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 D/P TEACHER	ZD4	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 D/P TEACHER	ZD5	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
RN G5 SUPER RCBB YR1	ZD7	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 SUPER RCBB YR2	ZD8	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
TEACHER RCBB GR5 YR1	ZO7	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
TEACHER RCBB GR5 YR2	ZO8	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 TEACHER YR 1	XB1	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 TEACHER YR 2	XB2	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
DDON EXTENDED CARE	ZI4	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
DAY HOS COORD L2(G5)	ZP4	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 13-50 MIDWIFE	JD5	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN G5 51-200 MIDWIFE	JD6	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G5 201-400 MIDWIFE	JD7	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
RN G5 401-600 MIDWIFE	JD8	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G5 601+ MIDWIFE	JD9	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
HOS ADMIN L2(5)	XG8	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 CLIN CONS D	ZE4	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G6 DDON 51-100	ZE6	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 DDON 101-200	ZE7	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G6 DDON 201-300	ZE8	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00			
RN G6 DDON 301-400	ZE9	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G6 DDON 401-500	ZF1	\$2,064.30	\$2,126.20	\$2,195.30	\$2,500.00			
RN G6 DDON 501-700	ZF2	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G6 DDON 701+	ZF3	\$2,267.50	\$2,335.50	\$2,411.40	\$2,900.00			
RN G6 PRIN TEACHER	ZF5	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 PRIN TEACHER	ZF6	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G6 PRIN TEACHER	ZF7	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00			
RN G6 PRIN TEACHER	ZF8	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G6 PRIN TEACHER	ZF9	\$2,064.30	\$2,126.20	\$2,195.30	\$2,500.00			
RN G6 PRIN TEACHER	ZG1	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
RN G6 PRIN TEACHER	ZG2	\$2,267.50	\$2,335.50	\$2,411.40	\$2,900.00			
RN G6 51-100 MIDWIFE	JE1	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
RN G6 101-200 MIDWIFE	JE2	\$1,833.70	\$1,888.70	\$1,950.10	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
RN G6 201-300 MIDWIFE	JE3	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00			
RN G6 301-400 MIDWIFE	JE4	\$1,972.00	\$2,031.20	\$2,097.20	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G6 401-500 MIDWIFE	JE5	\$2,064.30	\$2,126.20	\$2,195.30	\$2,500.00			
RN G6 501-700 MIDWIFE	JE6	\$2,151.90	\$2,216.50	\$2,288.50	\$2,900.00	\$2,987.00	\$3,076.60	\$3,168.90
RN G6 701+ MIDWIFE	JE7	\$2,267.50	\$2,335.50	\$2,411.40	\$2,900.00			
NURSE PRACTITIONER YR 1	NO1	\$1,902.90	\$1,960.00	\$2,023.70	\$2,330.40	\$2,400.30	\$2,472.30	\$2,546.50
NURSE PRACTITIONER YR 2	NO2	\$1,972.00	\$2,031.20	\$2,097.20	\$2,374.70	\$2,445.90	\$2,519.30	\$2,594.90
RN G7 CLIN CONS E	ZG6	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 DON <13	ZG8	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 DON 13-24	ZG9	\$1,833.70	\$1,888.70	\$1,950.10	\$2,300.00			
RN G7 DON 25-50	ZH1	\$1,902.90	\$1,960.00	\$2,023.70	\$2,300.00			
RN G7 DON 51-100	ZH2	\$1,972.00	\$2,031.20	\$2,097.20	\$2,300.00			
RN G7 DON 101-200	ZH3	\$2,064.30	\$2,126.20	\$2,195.30	\$2,300.00			
RN G7 DON 201-300	ZH4	\$2,151.90	\$2,216.50	\$2,288.50	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
RN G7 DON 301-400	ZH5	\$2,267.50	\$2,335.50	\$2,411.40	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN G7 DON 401-500	ZH6	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 DON 501-600	ZH7	\$2,497.70	\$2,572.60	\$2,656.20	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60
RN G7 DON 601-700	ZH8	\$2,636.00	\$2,715.10	\$2,803.30	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
RN G7 DON 701+	ZH9	\$2,781.30	\$2,864.70	\$2,957.80	\$3,483.60			
RN G7 DON RCBB	ZI2	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
DON EXTENDED CARE	ZI6	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 >13 MIDWIFE	JE8	\$1,764.90	\$1,817.80	\$1,876.90	\$2,300.00	\$2,369.00	\$2,440.10	\$2,513.30
RN G7 13-24 MIDWIFE	JE9	\$1,833.70	\$1,888.70	\$1,950.10	\$2,300.00			
RN G7 25-50 MIDWIFE	JF1	\$1,902.90	\$1,960.00	\$2,023.70	\$2,300.00			
RN G7 51-100 MIDWIFE	JF2	\$1,972.00	\$2,031.20	\$2,097.20	\$2,300.00			
RN G7 101-200 MIDWIFE	JF3	\$2,064.30	\$2,126.20	\$2,195.30	\$2,300.00			
RN G7 201-300 MIDWIFE	JF4	\$2,151.90	\$2,216.50	\$2,288.50	\$2,400.00	\$2,472.00	\$2,546.20	\$2,622.60
RN G7 301-400 MIDWIFE	JF5	\$2,267.50	\$2,335.50	\$2,411.40	\$2,500.00	\$2,575.00	\$2,652.30	\$2,731.90
RN G7 401-500 MIDWIFE	JF6	\$2,382.50	\$2,454.00	\$2,533.80	\$2,620.00	\$2,698.60	\$2,779.60	\$2,863.00
RN G7 501-600 MIDWIFE	JF7	\$2,497.70	\$2,572.60	\$2,656.20	\$2,800.00	\$2,884.00	\$2,970.50	\$3,059.60
RN G7 601-700 MIDWIFE	JF8	\$2,636.00	\$2,715.10	\$2,803.30	\$3,483.60	\$3,588.10	\$3,695.70	\$3,806.60
RN G7 701+ MIDWIFE	JF9	\$2,781.30	\$2,864.70	\$2,957.80	\$3,483.60			
BANK RN GRADE 2 YR 1	ZU3	\$1,083.10	\$1,115.60	\$1,151.90	\$1,188.40	\$1,224.10	\$1,260.80	\$1,298.60
BANK RN GRADE 2 YR 2	ZU4	\$1,124.30	\$1,158.00	\$1,195.60	\$1,255.30	\$1,293.00	\$1,331.80	\$1,371.80
BANK RN GRADE 2 YR 3	ZU5	\$1,165.80	\$1,200.80	\$1,239.80	\$1,322.20	\$1,361.90	\$1,402.80	\$1,444.90
BANK RN GRADE 2 YR 4	ZU6	\$1,207.20	\$1,243.40	\$1,283.80	\$1,394.00	\$1,435.80	\$1,478.90	\$1,523.30
BANK RN GRADE 2 YR 5	ZU7	\$1,248.50	\$1,286.00	\$1,327.80	\$1,465.30	\$1,509.30	\$1,554.60	\$1,601.20
BANK RN GRADE 2 YR 6	ZU8	\$1,289.80	\$1,328.50	\$1,371.70	\$1,534.80	\$1,580.80	\$1,628.20	\$1,677.00
BANK RN GRADE 2 YR 7	ZU10	\$1,331.10	\$1,371.00	\$1,415.60	\$1,613.20	\$1,661.60	\$1,711.40	\$1,762.70
BANK RN GRADE 2 YR 8	ZU11	\$1,363.50	\$1,404.40	\$1,450.00	\$1,678.50	\$1,728.90	\$1,780.80	\$1,834.20

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
BANK RN GRADE 2 YR 9	ZU12	\$1,395.90	\$1,437.80	\$1,484.50	\$1,678.50			
BANK RN GRADE 2 YR 10	ZU13	\$1,428.10	\$1,470.90	\$1,518.70	\$1,678.50			
BANK CLIN NURS SPEC	ZU9	\$1,469.40	\$1,513.50	\$1,562.70	\$1,746.70	\$1,799.10	\$1,853.10	\$1,908.70
RN BANK ANUM YEAR 1	ZU14	\$1,553.50	\$1,600.10	\$1,652.10	\$1,880.20	\$1,936.60	\$1,994.70	\$2,054.50
RN BANK ANUM YEAR 2	ZU15	\$1,587.10	\$1,634.70	\$1,687.80	\$1,943.40	\$2,001.70	\$2,061.80	\$2,123.70
RN BANK G3A Y1	ZU19	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN BANK G3A Y2	ZU20	\$1,501.20	\$1,546.20	\$1,596.50				
RN BANK G3A Y1 RESEARCH	ZU21	\$1,486.60	\$1,531.20	\$1,581.00	\$1,750.00	\$1,802.50	\$1,856.60	\$1,912.30
RN BANK G3A Y2 RESEARCH	ZU22	\$1,501.20	\$1,546.20	\$1,596.50				
RN BANK G3B Y1	ZU23	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN BANK G3B Y2	ZU24	\$1,545.20	\$1,591.60	\$1,643.30				
RN BANK G3B Y1 RESEARCH	ZU25	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN BANK G3B Y2 RESEARCH	ZU26	\$1,545.20	\$1,591.60	\$1,643.30				
RN BANK G3B Y1 HITH/PAC	ZU27	\$1,524.70	\$1,570.40	\$1,621.40	\$1,800.00	\$1,854.00	\$1,909.60	\$1,966.90
RN BANK G3B Y2 HITH/PAC	ZU28	\$1,545.20	\$1,591.60	\$1,643.30				
RN BANK G4A Y1	ZU29	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN BANK G4A Y2	ZU30	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN BANK G4A Y1 RESEARCH	ZU31	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN BANK G4A Y2 RESEARCH	ZU32	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN BANK G4A Y1 HITH/PAC	ZU33	\$1,625.90	\$1,674.70	\$1,729.10	\$1,900.00	\$1,957.00	\$2,015.70	\$2,076.20
RN BANK G4A Y2 HITH/PAC	ZU34	\$1,658.20	\$1,707.90	\$1,763.40	\$1,900.00			
RN BANK G4B Y1	ZU35	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN BANK G4B Y2	ZU36	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN BANK G4B Y1 RESEARCH	ZU37	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN BANK G4B Y2 RESEARCH	ZU38	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
RN BANK G4B Y1 HITH/PAC	ZU39	\$1,696.80	\$1,747.70	\$1,804.50	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
RN BANK G4B Y2 HITH/PAC	ZU40	\$1,730.60	\$1,782.50	\$1,840.40	\$2,000.00			
RN BANK NUM YEAR 1	ZU16	\$1,815.00	\$1,869.50	\$1,930.30	\$2,218.70	\$2,285.30	\$2,353.90	\$2,424.50
RN BANK NUM YEAR 2	ZU17	\$1,859.10	\$1,914.90	\$1,977.10	\$2,218.70			
RN BANK NUM YEAR 3	ZU18	\$1,902.60	\$1,959.70	\$2,023.40	\$2,218.70			
BANK RN GR 5 13-50	ZV9	\$1,730.30	\$1,782.20	\$1,840.10	\$2,000.00	\$2,060.00	\$2,121.80	\$2,185.50
BANK RN GR 5 51-200	ZY1	\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2,163.00	\$2,227.90	\$2,294.70
BANK RN GR 5 201-400	ZY2	\$1,833.70	\$1,888.70	\$1,950.10	\$2,150.00	\$2,214.50	\$2,280.90	\$2,349.30
BANK RN GR 5 401-600	ZY3	\$1,902.90	\$1,960.00	\$2,023.70	\$2,200.00	\$2,266.00	\$2,334.00	\$2,404.00
BANK RN GR 5 601+	ZY4	\$1,972.00	\$2,031.20	\$2,097.20	\$2,200.00			
BANK EN LEVEL 1.1 (ENY1)	IB76	\$948.20	\$976.60	\$1,008.30	\$1,048.60	\$1,080.10	\$1,112.50	\$1,145.90
BANK EN LEVEL 1.2 (ENY2)	IB77	\$967.50	\$996.50	\$1,028.90	\$1,070.10	\$1,102.20	\$1,135.30	\$1,169.40
BANK EN LEVEL 1.3 (ENY3)	IB78	\$986.80	\$1,016.40	\$1,049.40	\$1,091.40	\$1,124.10	\$1,157.80	\$1,192.50
BANK EN LEVEL 1.4 (ENY4)	IB79	\$1,006.30	\$1,036.50	\$1,070.20	\$1,113.00	\$1,146.40	\$1,180.80	\$1,216.20
BANK EN LEVEL 1.5 (ENY5/6)	IB80	\$1,044.89	\$1,076.20	\$1,111.20	\$1,155.60	\$1,190.30	\$1,226.00	\$1,262.80
BANK EN LEVEL.6 (ENY7/8)	IB81	\$1,077.30	\$1,109.60	\$1,145.70	\$1,191.50	\$1,227.20	\$1,264.00	\$1,301.90
BANK EN LEVEL 2.1 (ENY1/2)	IB82	\$1,018.30	\$1,048.80	\$1,082.90	\$1,126.20	\$1,160.00	\$1,194.80	\$1,230.60
BANK EN LEVEL 2.2 (ENY3)	IB83	\$1,041.00	\$1,072.20	\$1,107.00	\$1,151.30	\$1,185.80	\$1,221.40	\$1,258.00
BANK EN LEVEL 2.3 (ENY4)	IB84	\$1,063.80	\$1,095.70	\$1,131.30	\$1,176.60	\$1,211.90	\$1,248.30	\$1,285.70
BANK EN LEVEL 2.4 (ENY5)	IB85	\$1,086.50	\$1,119.10	\$1,155.50	\$1,201.70	\$1,237.80	\$1,274.90	\$1,313.10
BANK EN LEVEL 2.5 (ENY6)	IB86	\$1,109.20	\$1,142.50	\$1,179.60	\$1,226.80	\$1,263.60	\$1,301.50	\$1,340.50
BANK EN LEVEL 2.6 (ENY7/8)	IB87	\$1,120.70	\$1,154.30	\$1,191.80	\$1,239.50	\$1,276.70	\$1,315.00	\$1,354.50
BANK EN LEVEL 2.7 (EN with 5 routes**)	IB88	\$1,131.90	\$1,165.90	\$1,203.80	\$1,252.00	\$1,289.60	\$1,328.30	\$1,368.10
BANK EN LEVEL 3.1 (ENY1-8 with SA***)	IB89	\$1,188.70	\$1,224.40	\$1,264.20	\$1,314.80	\$1,354.20	\$1,394.80	\$1,436.60

Classification	Code	1/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
		\$	\$	\$	\$	\$	\$	\$
BANK EN LEVEL 3.2 (ENY1-8 with 4 routes****)	IB90	\$1,231.30	\$1,268.20	\$1,309.40	\$1,361.80	\$1,402.70	\$1,444.80	\$1,488.10
BANK EN LEVEL 3.3 (ENY1-8 with 5 routes)	IB91	\$1,251.30	\$1,288.80	\$1,330.70	\$1,383.90	\$1,425.40	\$1,468.20	\$1,512.20

B.

Deputy Director of Nursing and Director of Nursing (Residential Aged Care)

- (b) Deputy Director of Nursing (**Residential Aged Care**)
- (c) The minimum weekly salary for a Deputy Director of Nursing will be at the Grade 5 (13-50 beds).
 - (i) In addition to this amount a Deputy Director of Nursing will be paid the following in respect to approved beds over which responsibility is exercised:
 - (A) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus;
 - (B) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100; plus;
 - (C) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

Director of Nursing (Residential Aged Care)

- (d) The minimum weekly salary for a Director of Nursing will be at Grade 7 (less than thirteen beds).
- (e) In addition to this amount a Director of Nursing (**Residential Aged Care**) will be paid the following in respect to approved beds over which responsibility is exercised:
 - (i) an additional 0.24% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus
 - (ii) an additional 0.12% of the minimum base weekly salary per bed for each approved bed from 51 to 100 beds; plus
 - (iii) an additional 0.05% of the minimum base weekly salary per bed for each approved bed above 100 beds.
- (f) The above amount will be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting will be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

Part 2: Allowances

Allowance		NEW RATE 01/04/2016	1/04/2017	1/04/2018	1/04/2019	1/12/2020	1/12/2021	1/12/2022
Shift Allowance								
	Morning shift	\$27.10	\$27.90	\$28.80	\$29.70	\$30.60	\$31.50	\$32.50
	Afternoon shift	\$27.10	\$27.90	\$28.80	\$29.70	\$30.60	\$31.50	\$32.50
	Night shift	\$72.60	\$74.80	\$77.20	\$82.30	\$84.80	\$87.30	\$89.90
	Change of Shift (ENs Only)	\$37.85	\$39.00	\$40.20	\$42.90	\$44.20	\$45.50	\$46.90
On Call Allowance		\$58.30	\$60.00	\$62.00	\$66.10	\$68.10	70.10	72.20
Change of Roster Allowance		\$29.10	\$30.00	\$31.00	\$33.10	\$34.00	\$35.10	\$36.10
RIPN Allowance		\$46.60	\$48.00	\$49.60	\$52.90	\$54.50	\$56.10	\$57.80
RN Hospital / Grad Certificate		\$46.60	\$48.00	\$49.60	\$52.90	\$54.50	\$56.10	\$57.80
RN Post Grad Diploma or Degree		\$75.80	\$78.10	\$80.60	\$85.90	\$88.50	\$91.20	\$93.90
RN Masters		\$87.40	\$90.10	\$93.00	\$99.20	\$102.10	\$105.20	\$108.40
PhD		\$116.60	\$120.10	\$124.00	\$132.20	\$136.20	\$140.30	\$144.50
EN 6 MONTH COURSE		\$43.10	\$44.40	\$45.80	\$47.70	\$49.10	\$50.60	\$52.10
EN 12 MONTH COURSE		\$80.80	\$83.20	\$85.90	\$89.40	\$92.00	\$94.80	\$97.60
Uniform Allowance		\$1.61	\$1.66	\$1.71	\$1.83	\$1.88	\$1.94	\$2.00
		\$7.96	\$8.20	\$8.46	\$9.03	\$9.30	\$9.58	\$9.86
Laundry Allowance		\$0.43	\$0.44	\$0.46	\$0.49	\$0.50	\$0.52	\$0.53
		\$2.17	\$2.23	\$2.30	\$2.46	\$2.53	\$2.61	\$2.68
Vehicle Allowance	Motor Cars (35 PMU & over)	\$1.11	\$1.14	\$1.18	\$1.25	\$1.29	\$1.33	\$1.37
	(under 35 PMU)	\$0.91	\$0.94	\$0.97	\$1.03	\$1.06	\$1.09	\$1.13
	Motor Cycles (250cc & over)	\$0.52	\$0.54	\$0.56	\$0.59	\$0.61	\$0.63	\$0.65
	(under 250cc)	\$0.41	\$0.42	\$0.43	\$0.46	\$0.48	\$0.49	\$0.51

	Bicycles	\$0.10	\$0.11	\$0.11	\$0.12	\$0.12	\$0.12	\$0.13
Meal Allowance	Meal Allowance A	\$11.89	\$12.25	\$12.65	\$13.49	\$13.89	\$14.31	\$14.74
	Meal Allowance B	\$9.51	\$9.79	\$10.11	\$10.78	\$11.11	\$11.44	\$11.78
MAXIMUM LEAVE LOADING								
Weekly Salary Exceeds		\$1,764.90	\$1,817.80	\$1,876.90	\$2,100.00	\$2163.00	\$2227.90	\$2294.70
Loading Amount		\$1235.40	\$1272.50	\$1313.80	\$1470.00	\$1514.10	\$1559.50	\$1606.30
Telephone Allowance (fortnightly)		\$16.32	\$16.81	\$17.35	\$18.51	\$19.06	\$19.63	\$20.22

APPENDIX 3 – INFORMATION REQUIRED FOR LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.
2. Employee's classifications (eg. Gr 2 Year 4, Gr 4B Year 1).
3. The workplace/campus/location where the person is to be situated
4. The name of the enterprise agreement which contains their terms and conditions of employment.
5. Their mode of employment ie. whether full-time, part-time, casual or nurse bank employee.
6. Fortnightly hours will be [insert] and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

APPENDIX 4 - CLINICAL NURSE SPECIALIST CRITERIA

Applicants must meet the clinical nurse specialist definition, be employed either full time or part time and demonstrate one criterion in each of paragraphs 1,2 and 3.

1. Clinical Skill

- Higher level of skill demonstrated in clinical decision making - in particular in problem identification and solution, and analysis and interpretation of clinical data;
- Maintenance and improvement of clinical standards.

2. Professional Behaviour

- Positive role model;
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department;
- Acting as a resource person to others in relation to clinical practice.

3. Professional Development

- Membership of relevant professional body, and ability to demonstrate and document:
 - i. learning from a journal article, or attendance at a conference or seminar, or reflection on seminar or conference papers; or
 - ii. participation in effective learning activities relevant to their learning needs; or
 - iii. membership of a sub-grouping of the professional association relevant to their area of practice;
- Contribution to the education of other professionals, for example, being willing to provide at least one in-service education program each year;
- Undertaking own planned professional development and competence through various forms of continuing education, for example, conferences, study days, formal study, reading.

APPENDIX 5 - INDICATIVE POSITION DESCRIPTION FOR AFTER HOURS CO-ORDINATOR

SMALL RURAL HOSPITALS

POSITION PROFILE

- The Supervisor will support and promote activities which are consistent with the objectives and philosophy of the Hospital.
- Act as a resource for staff (nursing, medical and others) and patients and their families.
- Being actively involved in the preparation, maintenance and implementation of emergency disaster plans, and together with other emergency control personnel, be responsible for co-ordination of staff and patient movement in the event of an emergency during their rostered shift(s).
- Liaise with Admitting Officer, to discuss bed availability and suitable patient placement.
- Facilitate the resolution of public relations issues as they arise, informing the CEO and/or DON as appropriate.
- Assist in the delivery of safe patient care by liaising with the Charge Nurse and supporting ward areas with appropriate nursing staff (includes adequate PSA support, orderlies, etc).
- Responsible for quality control for nursing services delivered and allocation of staff during their rostered shift(s).

SPECIFIC RESPONSIBILITIES

- Liaise with all staff acting as resource for staff, facilitating and promoting quality patient care.
- Co-ordinates and maintains appropriate nursing staff levels through consultation with clinical nurses, redeploying staff and engaging nurse bank employees/agency staff as required.
- Facilitates the process to ensure the performance and skills of nurse bank employees are maintained in accordance with hospital policy.
- Facilitates patient admission by discussing bed availability with the Admitting Officer in accordance with hospital policy.
- Liaises with emergency department nursing staff, Admitting Officer and operating suite staff to maintain an efficient after hours emergency surgery service.
- Ensures the smooth release of bodies from the mortuary after hours when necessary for coronial or religious reasons.
- To be an active member on the Emergency Procedures Committee or local equivalent, ensuring nursing input and profile is maintained.
- Responsible for maintaining own education relating to emergency and disaster procedures.
- Maintains an awareness of patient/nurse dependency throughout the shift as this will assist the safe co-ordination of staff and patients in such a situation.
- Assists with the monitoring and analyses of patient incidents and accidents.

- Ensures the necessary reports are completed and the CEO and/or DON are informed.
- Monitors consumer concerns, assists with the resolution and refers the matters to the CEO and/or DON.
- Assists in maintaining supportive relationships between staff, patients and is available for consultation and advice.
- Assists the DON with any projects or reports that may be necessary.
- If required to attend meetings during off duty periods will be paid in accordance with this Agreement.

These responsibilities will be performed by the out-of-hours Grade 5 Supervisor in small country hospitals where the necessary resources are provided by the Employer.

APPENDIX 6 – TEMPLATE CERTIFICATE OF SERVICE

Certificate of Service

(Name of Institution)

(Date)

This is to certify that _____ (Name of Employee) was employed by this Institution/Society/Board (the Employer) for the period:

From _____

To _____

During the above period, the Employee had unpaid leave or absences that impact on the accrual of Long Service Leave totalling _____ (years and days)

During the above period, the Employee utilised accrued Long Service Leave totalling _____ months

The Employer has recognised net additional service for Long Service Leave purposes with another employer or employers for the Employee totalling _____ (years and days) which was paid out/not paid out (strike out whichever is not applicable) by the former employer(s).

The Employee had accrued personal leave totalling _____ hours as at the date of cessation of employment with the Employer

Tick all boxes that apply:

- The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer
- The Employee was employed by the Employer as an Enrolled Nurse as at 30 May 2012
- The Employee was employed by the Employer as an Enrolled Nurse at EN Level 3
- The Employer has on record a Certificate of Service from another employer covered by the *Nurses (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2016-2020* (attach a copy)

Position held:

Classification Held:

Signed:

(Stamp of Institution):

APPENDIX 7 – LETTER FROM TIM LEE TO LISA FITZPATRICK DATED 24 DECEMBER 2004

05-059568

320-101-635
etc



Department of Human Services

Incorporating: Health, Community Services, Aged Care and Housing

589 Collins Street
GPO Box 4057
Melbourne Victoria 3001
DX210081
www.dhs.vic.gov.au
Telephone: (03) 9616 7777
Facsimile: (03) 9616 8329

24 December, 2004

OUR REF: MC

YOUR REF:

Lisa Fitzpatrick
State Secretary
Australian Nursing Federation
Victorian Branch
540 Elizabeth Street
MELBOURNE VIC. 3000

RECEIVED

- 4 JAN 2005

A.N.F. (V.B.)

Dear Lisa

Re: No Lift Co-ordinators

Further to our recent discussions regarding the funding to be made available for the additional No Lift Co-ordinators in accordance with the Heads of Agreement, I confirm as follows:

1. The additional No Lift Co-ordinators agreed to under clause 2(f) of the Heads of Agreement will be paid at the Grade 4A rate of pay and funded as such, although the positions may be filled by registered nurses in any division of the Nurses' Board Register: and
2. The status quo with respect to classification is to be maintained in respect of other No Lift Co-ordinators for whom no provision was made in the Heads of Agreement, and accordingly no additional funding provided.

I trust this clarifies the agreed position and can now be properly reflected in the draft Agreement.

Yours sincerely

Tim Lee
Director, Industrial Relations

cc. Alec Djoneff, VHIA



APPENDIX 8 – FLEXIBLE WORKING ARRANGEMENTS INFORMATION STATEMENT

This information statement is intended to reflect the NES at the time of making this Agreement. In the event of any change to the NES entitlement, this information statement may be superseded by one reflecting those changes.

- 1 Where an Employee:
 - (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer within the meaning of the Carer Recognition Act 2010 caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (c) has a disability;
 - (d) is 55 or older;
 - (e) is experiencing violence from a member of the Employee's family; or
 - (f) provides care or support to a member of the Employee's immediate family, who requires care or support because the member is experiencing violence or abuse from the member's family;

they may request the Employer for a change in working arrangements relating to those circumstances.
- 2 To avoid doubt, a request for flexible working arrangements may include a request to work part time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child.
- 3 An 'Employee' for the purpose of this entitlement means a:
 - (a) part time or full time Employee who has completed at least 12 months of continuous service with the Employer immediately prior to the request; or
 - (b) long term casual Employee who has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (4) Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.
- (5) The request by the Employee must be in writing, set out the change sought and the reasons for the change.
- (6) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.
- (7) Where the Employer refuses the request, the written response must include details of the reasons for the refusal.

APPENDIX 9 – TRANSLATION TO NEW STRUCTURE

PART A: Translation Table

NOTE: See also subclause 85 (Translation to four stream grading structure).

The abbreviations in the following table are as follows:

EN	Enrolled Nurse
RN/RM	Registered Nurse/Registered Midwife
CAPR	Clinical, Advanced Practice, Research
NM	Nurse Manager
CN	Community Nursing
QRED	Quality, Risk, Education and Development
URN	Undergraduate Registered Nurse

Column A (Existing grade, subgrade or increment)	B (Clinical, Advanced Practice and Research)	C (Nurse Managers)	D (Community Nursing)	E (Quality, Clinical Risk, Governance, Education and Development)
Enrolled Nurse Trainees				
EN Trainee Year 1	ENT 1			
EN Trainee Year 2	ENT 2			
Enrolled Nurses				
Level 1.1	EN 1			
Level 1.2	EN 1			
Level 1.3	EN 1			
Level 1.4	EN 1			
Level 1.5	EN 1			
Level 1.6	EN 1			
Level 2.1	EN 2			
Level 2.2	EN 2			
Level 2.3	EN 2			
Level 2.4	EN 2			
Level 2.5	EN 2			
Level 2.6	EN 2			

Level 3.1	EN 3		CN 1	
Level 3.2	EN 3		CN 1	
Level 3.3	EN 3		CN 1	
Registered Undergraduate Student of Nursing				
RUSON	RUSON			
Grade 2				
A Registered Nurse:				
in their first Year of Experience as a Registered Nurse	RN/RM 1			
in their second Year of Experience as a Registered Nurse	RN/RM 2			
in their third Year of Experience as a Registered Nurse	RN/RM 3			
in their fourth Year of Experience as a Registered Nurse	RN/RM 4			
in their fifth Year of Experience as a Registered Nurse	RN/RM 5		CN2	
in their sixth Year of Experience as a Registered Nurse	RN/RM 6			
in their seventh Year of Experience as a Registered Nurse	RN/RM 7			
in their eighth Year of Experience as a Registered Nurse	RN/RM 8			
in their ninth Year of Experience as a Registered Nurse	RN/RM 8			
in their tenth and subsequent Years of Experience as a Registered Nurse	RN/RM 8			
District Nurse:				
District Nurse Level 1			CN2	
Clinical Nurse Specialist				
Clinical Nurse Specialist	CAPR 1			
Grade 3A				
Occupational Health Nurse (sole)				QRED 1
District Nurse Level 2			CN 3	
Grade 3B				
A Registered Nurse			CN 4	

undertaking exclusively clinical care in domiciliary nursing in Hospital in the Home or Post Acute Care.				
Clinical Support Nurse			CN 4	QRED 1
Community Health Nurse			CN 4	
Occupational Health Nurse Supervisor.				QRED 1
ANUM				
Associate Nurse Unit Manager		NM 1		
NUM				
Nurse Unit Manager		NM 2		
A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled).		NM 2		
Grade 4A				
A Registered Nurse undertaking clinical care with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), domiciliary nursing in Hospital in the Home and Post Acute Care.	CAPR 3		CN 5	
Clinical Consultant A	CAPR 3			
Educator in a non-major hospital with less than two Years of Experience as an Educator				QRED 2
Community Health Nurse (sole)			CN 5	
Assistant Supervisor, District Nursing.			CN 5	
Clinical Co-ordinator, District Nursing			CN 5	
Liaison Officer, District Nursing,			CN 5	
No Lift Co-ordinator				QRED 2
Grade 4B				
Educator in a Major Hospital				QRED 3
Educator in a non-major hospital with two Years of Experience or more as an Educator				QRED 3

Clinical Consultant B	CAPR 3			
Community Health Nurse (in-charge)			CN 6	
Maternal and Child Health Nurse			CN 6	
Day Hospital Co-ordinator (Public Sector) Level 1 with no automatic progression to Level 2				
Grade 5				
Clinical Consultant C	CAPR 4			
An Assistant DON		NM 5A		
After Hours Coordinator (sub grades in accordance with Appendix 9)		NM 5		
Deputy Principal Educator				QRED 4
Day Hospital Co-ordinator (Public Sector) Level 2				
Educator-Course /Phase /Inservice / Continuing Education				QRED 3/4
Grade 6				
Clinical Consultant D.	CAPR 5			
Deputy DON (sub grades in accordance with Appendix 9)		NM 6		
Principal Teacher.				QRED 5
Deputy DON/ District Nursing Service.		NM 6B		
Grade 7				
Clinical Consultant E	CAPR 6			
A DON (sub grades in accordance with Appendix 9 Part B)		NM 7-9		
DON/Other District Nursing Service.		NM 7B		
Nurse Practitioner				
Nurse Practitioner candidate (as defined)		Substantive salary		
Nurse Practitioner (as defined) Year 1	CAPR 7 (1)			
Nurse Practitioner (as defined) Year 2	CAPR 7 (2)			

PART B: Nurse Managers

Nurse Managers 1-7	
Nurse Manager 1	An Employee who is a Registered Nurse who is appointed to be in charge of a ward or unit in the off duty periods of the Nurse Unit Manager (ANUM).
Nurse Manager 2	An Employee who is a Registered Nurse who is appointed to be in charge of a ward or unit who meets the criteria for Nurse Manager 2 arising from the review contemplated by sub-clause 81.5 of this Agreement.
Nurse Manager 3	An Employee who is a Registered Nurse who is <ul style="list-style-type: none"> (i) appointed to be in charge of a ward or unit (current NUM) (ii) appointed to manage a community nursing service (current HITH NUM and DN Supervisor)
Nurse Manager 4	An Employee who is a Registered Nurse who is appointed to be in charge of a ward or unit (NUM not yet determined – subject to agreed review) who meets the criteria for Nurse Manager 4 arising from the review contemplated by sub-clause 81.5 of this Agreement.
Nurse Manager 5	An Employee who is a Registered Nurse (After Hours Coordinator) <ul style="list-style-type: none"> (i) who has responsibility for a campus in the off duty periods of the campus Director of Nursing of: <ul style="list-style-type: none"> a. a Group A health service will be classified as NM 5A b. a Group B health service will be classified as NM 5B c. a Group C health service will be classified as NM 5C As set out in Appendix 9 Part C. (ii) who has responsibility for a project or process affecting more than one ward or unit within a campus will be classified as NM 5A; or (Supervisor) (iii) who has responsibility for a project or process in more than one campus or across a health service will be classified as NM 5B; or (ADON)

<p>Nurse Manager 6</p>	<p>An Employee who is a Registered Nurse who</p> <p>(i) Assists the Director of Nursing in the day to day running of the health service; or</p> <p>(ii) Has responsibility for a clinical division of the health service.</p> <p>(Includes a D/DON A, B and C grades apropos DON or Hospital)</p>
<p>Nurse Manager 7</p>	<p>An Employee who is a Registered Nurse who is appointed as the Director of Nursing of a single service delivery health service or single service delivery campus of a health service.</p> <hr/> <p>Nurse Manager Level 7A</p> <ul style="list-style-type: none"> • Lyndoch Nursing Home • Queen Elizabeth Centre - Noble Park • Tweddle Child & Family Health Service • O'Connell Family Centre • Golf Links Road • Bendigo Health - Golden Oaks campus • Bendigo Health - Gibson St campus • The Mornington Centre • Ballarat HS QEGC Sebastapol campus • McKellar Centre • Bundoora Extended Care Centre • Kingston Centre <hr/> <p>Nurse Manager Level 7B</p> <ul style="list-style-type: none"> • Darlingford Upper Goulburn Nursing Home • Indigo North Health • Craigieburn Health Service • Jacaranda Village • Illoura • BHS QEGC - Geoffrey Cutter Centre • BHS QEGC - Hailey House Hostel • BHS QEGC - Jack Lonsdale Lodge • BHS QEGC - PS Hobson Unit • Robinvale District Health Service - Manangatang Campus • Carinya Hostel & Kaleesa Nursing Home • Mallee Track Health - Murrayville Campus • Dunmunkle Health Service – Rupanyup • Andrews House Aged Care Facility • Chestnut Gardens - The Boulevard • Yarraman Nursing Home • Cyril Jewell House Nursing Home • Boyne Russell House Nursing • Edward Street Nursing Home • Hepburn Health Services - Trentham Nursing Home • Cambridge House • Prague House • Swan Hill District Health - Nyah • Alan David Lodge • Hesse Rural Health Service • Hazeldean Transitional Care Unit • Maryborough District Health Service - Avoca Campus

Nurse Manager 8

Descriptor

- An Employee who is a Registered Nurse who is appointed as
- (i) the Director of Nursing of a single site **multi service delivery health service**:
 - a. at a Group A health service will be classified as NM 8A
 - b. at a Group B health service will be classified as NM 8B
 - c. at a Group C health service will be classified as NM 8C
 - d. at a Group D health service will be classified as NM 8D

 - (ii) the Director of Nursing of a campus of a multi service delivery health service will be classified as
 - a. at a Group A health service campus as NM 8A
 - b. at a Group B health service campus as NM 8B
 - c. at a Group C health service campus as NM 8C
- This level applies to:*
1. DONs of a campus where there is also an Executive DON
 2. Large (non-major) standalone health service DONs
 3. Exec DONs of smaller multisite health services

Nurse Manager 8A (Group A)	DON	Campus DON in addition to Exec DON
	<p><u>Exec DONs</u></p> <p>Rural Northwest Health West Wimmera Health Service Gippsland Southern Health Service East Wimmera Health Services</p> <p><u>Standalone DONs</u></p> <p>Swan Hill District Hospital Robinvale District Health Services Portland District Health Moyne Health Services Maryborough & District Hospital Hamilton Base Hospital Mallee Track Health & Community Service Hepburn Health Services Ararat & District Hospital Bacchus Marsh & Melton Regional Hospital Beaufort & Skipton Health Service</p>	<p><u>Site DONs (includes clinical divisional directors)</u></p> <p>Alfred Hospital Austin Hospital Royal Melbourne Hospital City Campus Royal Childrens Hospital St Vincents Hospital Peter MacCallum Cancer Centre Frankston Hospital Northern Hospital Casey Hospital Dandenong Hospital Monash Children's Hospital Monash Medical Centre – Clayton Mercy Hospital For Women Royal Womens Hospital Footscray Hospital Sunshine Hospital</p>
Nurse Manager 8B (Group B)	DON <u>Standalone DONs</u>	Campus DON in addition to Exec DON <u>Site DONs</u>
	<p>Castlemaine Health Colac Area Health Echuca Regional Health Stawell District Hospital</p>	<p>Ballarat Health Services - Base Hospital University Hospital Geelong Bendigo Hospital - Acute Campus Latrobe Regional Hospital Mildura Base Hospital</p>

<p>Nurse Manager 8C</p> <p>(Group C)</p>	<p>Site DONs</p>	
<p>Nurse Manager 8D</p> <p>(Group D)</p>	<p>Single Site Multi-Service DONs</p>	
	<p>Albury Wodonga Health</p> <p>Mercy Werribee</p> <p>Northeast Health Wangaratta</p> <p>South West Healthcare - Warrnambool</p> <p>West Gippsland Hospital</p> <p>Goulburn Valley Health</p> <p>Central Gippsland Health Service – Sale</p>	<p>Wimmera Hospital</p> <p>Bass Coast Health</p> <p>Caritas Christi Hospice</p> <p>St Georges Hospital</p> <p>Rosebud Hospital</p> <p>Caulfield Hospital</p> <p>Sandringham Hospital</p> <p>Broadmeadows Health Service</p> <p>Calvary Health Care Bethlehem</p>
	<p>Terang & Mortlake Health Services</p> <p>Otway Health & Community Services</p> <p>Kerang & District Hospital</p> <p>Kilmore Hospital</p> <p>Koo Wee Rup Regional Health Service</p> <p>Kyabram & District Health Service</p> <p>Kyneton District Health Service</p> <p>Lorne Community Hosp & Nursing Home</p> <p>Benalla & District Memorial Hospital</p> <p>Cobram District Hospital</p> <p>Orbost Regional Health</p> <p>Heathcote Health</p> <p>Seymour District Memorial Hospital</p> <p>South Gippsland Hospital</p> <p>Yarram & District Health Service</p> <p>Nathalia District Hospital</p>	<p>Hesse Rural Health Service</p> <p>Boort District Hospital & Nursing Home</p> <p>Edenhope & District Memorial Hospital</p> <p>Inglewood District Health Service</p> <p>Heywood & District Hospital</p> <p>Maldon Hospital</p> <p>Omeo District Health</p> <p>Casterton Memorial Hospital</p> <p>Mansfield District Hospital</p> <p>Rochester & Elmore District H.S</p> <p>Yarrowonga District Health Services</p> <p>Yea & District Memorial Hospital</p> <p>Beechworth Health Service</p> <p>Timboon & District Hospital</p> <p>Alexandra District Hospital</p> <p>Coleraine District Health Service</p> <p>Penshurst & District Health Service</p> <p>Gippsland Southern Health</p>

	<p>Numurkah District Health Service</p> <p>Tallangatta Hospital</p> <p>Upper Murray Health & Community Services</p> <p>Yarra Ranges Health</p> <p>Cohuna District Hospital</p>	<p>Service (Korumburra)</p> <p>Central Gippsland Health Service (Maffra)</p> <p>Rochester & Elmore District H.S</p> <p>West Wimmera Health Service - Rainbow Hospital</p>
Nurse Manager 9		
Descriptor	<p>An Employee who is a Registered Nurse who is appointed as the <i>Director of Nursing of a complex multisite health service or major standalone health service</i>, provided that:</p> <p>(i) A Nurse Manager 9 of a Group A health service will be classified as NM 9A</p> <p>(ii) A Nurse Manager 9 of a Group B health service will be classified as NM 9B</p> <p>(iii) A Nurse Manager 9 of a Group C health service will be classified as NM 9C</p>	
Nurse Manager 9A	Exec DONs	Standalone DONs
(Group A)	<p>Alfred Health</p> <p>Austin Health</p> <p>Melbourne Health</p> <p>St Vincents Hospital</p> <p>Peninsula Health</p> <p>Northern Health</p> <p>Monash Health</p> <p>Mercy Public Hospitals Inc</p> <p>Eastern Health</p> <p>Western Health</p>	<p>Royal Childrens Hospital</p> <p>Royal Womens Hospital</p> <p>Peter MacCallum Cancer Centre</p>

Nurse Manager 9B (Group B)	Exec DONs Ballarat Health Services Barwon Health Bendigo Health	Standalone DONs Latrobe Regional Health Service Mildura Base Hospital RVEEH Royal Dental Hospital
Nurse Manager 9C (Group C)	Exec DONs Albury Wodonga Health Northeast Health South West Healthcare West Gippsland Health Goulburn Valley Health Central Gippsland Health Wimmera Health	

PART C: Nurse Manager Level 5

After Hours Coordinators

Group A – major overnight and weekend admissions

Group B – as per A but smaller

Group C – potential for overnight and weekend admissions, has urgent care etc

Group D – little or no likelihood of admissions, relatively stable patient cohort.

Group A	Group B	Group C	Group D
<ul style="list-style-type: none"> Ballarat Base Hospital St Vincents Hospital University Hospital Geelong Royal Childrens Hospital Werribee Mercy Hospital Footscray Hospital Sunshine Hospital Frankston Hospital Northern Hospital Mildura Base Hospital Royal Womens Hospital Latrobe Regional Hospital Bendigo Hospital - Acute Campus 	<ul style="list-style-type: none"> Northeast Health Wangaratta Ballarat Health Services QEGC West Wimmera Health Service - Nhill Hospital Wimmera Hospital Rural Northwest Health – Warracknabeal Maryborough & District Hospital Hepburn Health Services – Daylesford St Georges Hospital Swan Hill District Hospital Goulburn Valley Health 	<p>Alpine Health:</p> <ul style="list-style-type: none"> Bright Mt Beauty Myrtleford Benalla & District Memorial Hospital Cobram District Hospital Koo Wee Rup Regional Health Service Mansfield District Hospital West Wimmera Health Service - Rainbow Hospital Numurkah District Health Service Tallangatta Hospital 	<p>Ballarat HS QEGC:</p> <ul style="list-style-type: none"> Geoffrey Cutter Centre Hailey House Hostel Jack Lonsdale Lodge PS Hobson Unit Ballarat HS QEGC Sebastapol campus Maryborough District Health Service - Avoca Campus Hepburn Health Services - Trentham Nursing Home Cambridge House Prague House

Group A	Group B	Group C	Group D
<ul style="list-style-type: none"> • Casey Hospital • Royal Melbourne Hospital City Campus • Peter MacCallum Cancer Centre • Dandenong Hospital • Monash Children's Hospital • Monash Medical Centre – Clayton • Angliss Hospital • Box Hill Hospital • Maroondah Hospital • Alfred Hospital • Austin Hospital • Mercy Hospital For Women 	<ul style="list-style-type: none"> • Castlemaine Health • Echuca Regional Health • McKellar Centre • Williamstown Hospital • Rosebud Hospital • Broadmeadows Health Service • Royal Dental Hospital • Gippsland Southern Health Service – Leongatha • Central Gippsland Health Service – Sale • Bairnsdale Regional Health Service • Orbost Regional Health • South Gippsland Hospital • Bendigo Health - Anne Caudle Centre • East Wimmera Health Services - St Arnaud • Kilmore Hospital • Heathcote Health • Seymour District Memorial Hospital 	<ul style="list-style-type: none"> • Upper Murray Health & Community Services • Yarrawonga District Health Services • Yea & District Memorial Hospital • Beechworth Health Service • Hazeldean Transitional Care Unit • Alexandra District Hospital <p>West Wimmera Health Service:</p> <ul style="list-style-type: none"> • Jeparit • Kaniva Hospital • Natimuk Campus • Dimboola Hospital • Rainbow Hospital • Rural Northwest Health – Hopetoun • Dunolly Nursing Home And Hospital • Hepburn Health Services - Creswick <p>Beaufort & Skipton Health Service</p> <ul style="list-style-type: none"> • Beaufort • Skipton Campus • Tatura Hospital 	<ul style="list-style-type: none"> • Swan Hill District Health – Nyah • Alan David Lodge • Hesse Rural Health Service • Hesse Rural Health Service – Beeac • St Vincents Correctional - Port Phillip Prison • Craigieburn Health Service • Golf Links Road • The Mornington Centre • Robinvale District Health Service - Manangatang Campus • Carinya Hostel & Kaleesa Nursing Home • Mallee Track Health - Murrayville Campus • O'Connell Family Centre <p>Bendigo Health:</p> <ul style="list-style-type: none"> • Golden Oaks • Gibson St campus • Dunmunkle Health Service – Rupanyup

Group A	Group B	Group C	Group D
	<ul style="list-style-type: none"> • West Gippsland Hospital • Bass Coast Health • Kingston Centre • Monash Medical Centre – Moorabbin • Royal Melbourne Hospital Royal Park Campus • South West Healthcare – Warrnambool • Hamilton Base Hospital • Portland District Health • Ararat & District Hospital • Colac Area Health • Stawell District Hospital • Otway Health & Community Services • Lorne Community Hosp & Nursing Home • Bacchus Marsh & Melton • Regional Hospital • Peter James Centre - Burwood Rehab 	<ul style="list-style-type: none"> • Waranga Memorial Hospital • Kerang & District Hospital • Kyabram & District Health Service • Kyneton District Health Service • Cohuna District Hospital • Maldon Hospital • Rochester & Elmore District H.S • Nathalia District Hospital • Hesse Rural Health Service • Bundoora Extended Care Centre • Robinvale District Health Services • Sea Lake & District Hospital • Gippsland Southern Health Service – Korumburra • Maffra District Hospital • Omeo District Health • Yarram & District Health Service <p>East Wimmera Health Services:</p> <ul style="list-style-type: none"> • Birchip • Charlton 	<ul style="list-style-type: none"> • Andrews House Aged Care Facility • Chestnut Gardens • Yarraman Nursing Home • Cyril Jewell House Nursing Home • Transitional Care Unit • Royal Park Campus • Boyne Russell House Nursing • Grant Lodge • Edward Street Nursing Home • Yarra Ranges Health • Port Phillip Community Rehab Centre • Kilmore District Health Service - Aged Care

Group A	Group B	Group C	Group D
	<ul style="list-style-type: none"> • Caulfield Hospital • Sandringham Hospital • Heidelberg Repatriation Hospital • Royal Talbot Rehabilitation Centre • Caritas Christi Hospice 	<ul style="list-style-type: none"> • Donald • Wycheproof • Boort District Hospital & Nursing Home • Inglewood District Health Service <p>South West Healthcare:</p> <ul style="list-style-type: none"> • Camperdown • Lismore • Coleraine District Health Service • Peshurst & District Health Service • Moyne Health Services • East Grampians Health Service – Willaura • Edenhope & District Memorial Hospital • Heywood & District Hospital • Casterton Memorial Hospital • Terang & Mortlake Health Services – Terang • Timboon & District Hospital • Melton Health 	

Group A	Group B	Group C	Group D
		<ul style="list-style-type: none"> • Wantirna Health • Yarra Valley Health Services (Healesville) • Gardenview House Nursing Home 	

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.

Undertaking – Annual Leave – Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020.

I, Stuart McCullough of 88 Maribyrnong Road Footscray in the State of Victoria, say as follows:

1. I am the Chief Executive Officer of Victorian Hospitals' Industrial Association (VHIA).
2. The VHIA is the bargaining representative of each of the Employers listed in Schedule 1 (Employers) to the Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020 (Agreement).
3. The VHIA is authorized to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the Fair Work Act 2009.

Where an employee is entitled to receive the benefit of Section 58 of the *Long Service Leave Act 1992*, the Agreement will not be applied in a manner which delivers a lesser entitlement over the same period of time.



Stuart McCullough
Chief Executive Officer
15 December 2016



VHIA

Victorian Hospitals' Industrial Association

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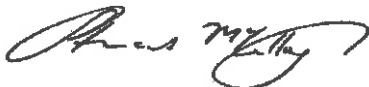
Undertaking – Annual Leave – Nurses and Midwives (Victorian Public Health sector)(Single Interest Employers) Enterprise Agreement 2016-2020.

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3. The VHIA is authorized to give the following undertaking on behalf of each of the Employers, and gives this undertaking on behalf of each of the Employers pursuant to subsection 190(3) of the Fair Work Act 2009.

The following provision will be applied by the Employers as if it was part of the Agreement:

"57.1(d) For the purpose of this clause, a week for a full time employee equals 38 hours".



Stuart McCullough
Chief Executive Officer
7 December 2016