SUBMISSION ON BEHALF OF THE AUSTRALIAN FEDERATION OF EMPLOYERS AND INDUSTRIES (AFEI)

AM2008/13

AWARD MODERNISATION

AFEI

Australian Federation of Employers & Industries

BEFORE THE AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AWARD MODERNISATION

MATTER NO. AM2008/13 – HEALTH AND WELFARE SERVICES

(EXCLUDING SOCIAL AND COMMUNITY SERVICES)

DRAFT EXPOSURE DOCUMENTS

NURSES OCCUPATIONAL INDUSTRY AWARD 2010

1. AFEI submits that:

   - Aged Care nursing classifications should be contained in the Aged Care Industry Award;
   - Private hospital nurses should be under a stand alone or private hospital award; and
   - In addition to these there should be a separate award created for all nursing classifications in the private sector (except those in schools) not included above.

2. The work environments of nursing classifications are so wide and varied that it would be ineffective and inefficient to place them all under one occupational award. Given the trading in wages and conditions that would have to take place to create a new award in such a short period of time it is not possible to ensure that one award would not increase costs for employers nor disadvantage employees. We submit that the Request from the Minister for Employment and Workplace Relations of 16 June 2008 cannot be complied with when only one nursing award is in place to address the varied employment settings across the broad occupation of nursing.

3. If only the one occupational award is made to cover all nursing classifications, the following amendments to the exposure draft are proposed by AFEI:

(i) Casual employee loading

4. AFEI objects to the increase in the casual loading to 25% as it will have a significant cost impact on employers. Currently the casual loading provided for the following NSW NAPSAs is set at 10% with an annual leave loading of 1/12th (effectively an ordinary time loading of 18%):

- Notional Agreement Preserving Nurses, Other Than In Hospitals, & c., (NSW) State Award;
- Notional Agreement Preserving Nursing Homes, & c., Nurses' (NSW) State Award;
- Notional Agreement Preserving Private Hospital Industry Nurses' (NSW) State Award; and
- Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award.

5. The implementation of a 25% loading would be a major cost increase for employers and this cost should not be compounded by the application of penalty rates on top of the loading. We therefore submit that the 25% casual loading shall not apply where the time worked by an employee attracts a higher penalty or loading. This will provide some mitigation of the substantial increase in labour costs incurred by the move to a standard 25% casual loading across all industries. This amendment to the Award is contained in Attachment A to this submission.

6. AFEI also submits that clause 10.4 (b) should clearly state that the casual loading is paid in lieu of certain entitlements paid to permanent employees. The casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The proposed wording is contained in Attachment A.

(ii) Progression through pay points

7. In clause 15 of the Award it states that progression through the pay points should be on an annual basis having regard to the skill contained in each of the definition in Schedule A. If this were strictly applied it would provide an increase to permanent part time and casual employees when they had not worked as many hours as full time employees at the same level.

8. In order to avoid this unmerited in the progression of part time and casual employees and to ensure that the pay points are not simply being a reflection of the years of service and more a reflection on the skills of the individuals, it is proposed that clause 15 be amended. The proposed amendment is contained in Attachment A. It focuses on the performance of the individual and the skills that they have acquired and stipulates that such skills and qualifications are expressly required by the employer.

(iii) Occupational Health Nurse rates of pay

9. In the Award it appears that the classifications of Assistant in Nursing and Enrolled Nurse from the Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award are to be considered the same as the general classifications of Nursing Assistant and Enrolled Nurse. Given that there is a separate classification for Occupational Health Nurse in the Award it would be more appropriate to add the classifications of Assistant in Nursing and Enrolled Nurse to that scale. These classifications are working in the same environments

as the Occupational Health Nurses and should therefore be considered in the same pay scale. They are not undertaking the same work as other Nursing Assistants or Enrolled Nurses.

10. It is therefore appropriate that clause 14.5 and Schedule A.6 be amended to include those classifications in that scale. The amendments can be found in Attachment A to this submission. The rates and definitions used are from the Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award.

(iv) Annual Leave Entitlements

11. The exposure draft award at clause 30.1 provides that the quantum of annual leave is "in addition" to the entitlements in the NES, which would provide for a total of nine weeks of annual leave for full time employees and ten weeks' for shift workers. This is an excessive and unsustainable provision in a modern award.

12. The NSW Annual Holidays Act provides for 4 weeks annual leave for full time employees and an additional week for shift workers. This entitlement is now provided in the NES. Clause 30 should be amended to reflect the provisions of the NES:

- Full time employee are entitled to four weeks of annual leave; and
- Full time employees who are shiftworkers are entitled to five weeks of annual leave.

13. AFEI also submits that for clarity the definition of shift worker should be amended so that it better reflects the shift worker role. These amendments to the Award are contained in Attachment A to this submission. This wording of this amendment is from the Clerks-Private Sector Award 2010.

(v) Span of hours

14. It appears that the draft award does not provide for an employee, who is rostered to work as a permanent day worker, and at least part of these ordinary hours are required to be worked on weekends. Therefore, without the payment of overtime, the exposure draft does not provide for the rostering of a day worker for hours between 6am and 6pm on weekends and weekdays. For example, an employee may be rostered to work Tuesday to Saturday between the hours of 7am to 3pm. Clause 25 specifically excludes day workers and clause 28 would not apply for employees rostered for those hours.

15. The span of hours for employees under the Award in clause 21.4 is too restrictive and does not reflect the nature of the workplaces where nurses are employed. Examples of these workplaces are hospitals, medical centres and nursing homes. All of these workplaces operate seven days a week and have done so for some time. The community expects that these services be available seven days a week to provide them with health care. Employers in the health industry have a responsibility to provide services as required up to seven days a week.

16. It is therefore proposed that the ordinary hours for day workers be expanded to Monday to Sunday 7am to 9pm. This amendment is contained in Attachment A to this submission.

(vi) Rest period after overtime, rest break during overtime, recall to work when not on call and recall to work when on call.

17. Currently the Notional Agreement Preserving Nurses, Other Than In Hospitals, & c., (NSW) State Award does not provide for a rest period after overtime, a rest break during overtime (except for provision of a meal by the employer or payment of the meal allowance) or recall to work. As this is the case AFEI submits that the additional cost of these

entitlements should not be imposed on employers of nurses who are currently under that NAPSA. The amendment to the Award to reflect this is contained in Attachment A.

18. In the following NAPSAs there is a rest break of 8 hours between the end of overtime and the commencement of the next shift:

- Notional Agreement Preserving Nursing Homes, & c., Nurses' (NSW) State Award;
- Notional Agreement Preserving Private Hospital Industry Nurses' (NSW) State Award; and
- Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award.

19. The Award however states that there would be a break of 10 hours. Considering the standard currently in place there is no reason to increase the break to 10 hours from 8 hours. AFEI submits that clause 27.3 should be amended to that effect. The appropriate amendment is included in Attachment A.

20. The Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award currently provides for recall to duty however does not include travel time or travel costs. The Notional Agreement Preserving Nursing Homes, & c., Nurses' (NSW) State Award and the Notional Agreement Preserving Private Hospital Industry Nurses' (NSW) State Award provide an entitlement for reimbursement for travel costs for recall to duty but not for travel time. The Award however provides for travel time and travel costs for employees recalled to work when not on call. The Award therefore imposes higher costs on employers of these employees than they are currently incurring. It has not been shown why it would be appropriate to provide these new entitlements to these employees. The Award should therefore be amended to delete clause 27.6(b) and to remove the necessity for the entitlements under clause 27.6 to be paid to occupational health nurses. The amendments to the Award are included in Attachment A.

(vii) Superannuation – Absence from work

21. AFEI objects to the inclusion of clause 20.5 in the Award. This would significantly increase costs for NSW employers for whom this is currently not a requirement. This is consistent with the AIRC 19 December 2008 decision that:

"[92] The superannuation provision in some of the exposure drafts included an additional paragraph dealing with superannuation contributions during periods of paid leave or while an employee was absent from work due to injury or work-related illness. It is not our intention that the additional paragraph should be part of the standard clause. It may be appropriate, however, where it is necessary to maintain the pre-existing safety net."

22. The clause should therefore be varied to reflect this position. The amendment is contained in Attachment A to this submission.

(ix) Meal Allowances

23. AFEI objects to the rate prescribed in clause 16.3(a)(i) as it is in excess of what is currently paid to nurses under the Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award and the Notional Agreement Preserving Nurses, Other Than In Hospitals, & c., (NSW) State Award. The rates in the preceding NAPSAs are $9.20 per meal and $7.26 per meal respectively whereas the rate prescribed in the Award is $10.00 and then an additional $9.00 when overtime is worked beyond 4 hours. Under the Notional Agreement Preserving Nurses, Other Than In Hospitals, & c., (NSW) State Award it does not have provision for a second payment after 4 hours however the Notional Agreement Preserving Occupational Health Nurses' (NSW) State Award allows for the payment of the allowance again after 4 hours.

24. The employers who employ nurses under the Notional Agreement Preserving Nurses, Other Than In Hospitals, & c., (NSW) State Award will have the highest increase in costs and this situation is unacceptable. The meal rate should be no higher than the minimum meal allowance currently available. An amendment should therefore be made to this clause and this amendment is included in Attachment A.

(x) Rostering

25. AFEI submits that it should be made clear in the Award that any changes to rostering desired by employees should only be implemented if the employer so approves. This is currently not clear in clause 24 so an amendment to this clause is contained in Attachment A.

NOTE: Deletions in this document have been indicated with a strikethrough and additions are in bold / highlighted

Exposure Draft—January 2009

Nurses Occupational Industry Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Nurses Occupational Industry Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

Act means the *Workplace Relations Act 1996* (Cth)

Commission means the Australian Industrial Relations Commission or its successor

employee has the meaning in the Act

employer has the meaning in the Act

enterprise award has the meaning in the Act

health industry means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services

NAPSA means notional agreement preserving a State award and has the meaning in the Act

NES means National Employment Standards

standard rate means the minimum wage for a Registered nurse—level 1 pay point 1 in clause 14.3

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This occupational award covers:

(a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A to the exclusion of any other modern award; and

(b) employers who employ a nurse, principally engaged in nursing duties comprehended by the classifications listed in Schedule A.

4.2 The award does not cover employers who employ nurses in secondary schools.

4.3 The award does not cover an employee excluded from award coverage by the Act.

4.4 The award does not cover an employer bound by an enterprise award with respect to any employee who is covered by the enterprise award.

4.5 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Access to the award and the National Employment Standards

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this award

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. Award flexibility

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates;

(d) allowances; and

(e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and

(b) not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment.

7.4 For the purposes of clause 7.3(b) the agreement will be taken not to

7.5 disadvantage the individual employee in relation to the individual employee's terms and conditions of employment if:

(a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this award and any applicable agreement made under the Act, as those instruments applied as at the date the agreement commences to operate; and

(b) the agreement does not result in a reduction in the terms and conditions of employment of the individual employee under any other relevant laws of the Commonwealth or any relevant laws of a State or Territory.

7.6 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement does not disadvantage the individual employee in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.7 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.8 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.9 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

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

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1

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

9. Dispute resolution

9.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Commission.

9.3 The parties may agree on the process to be utilised by the Commission including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, the Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

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

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

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

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

(a) full-time;

(b) part-time; or

(c) casual.

10.2 Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 21.1 of this award.

10.3 Part-time employment

(a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.

(b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

(c) The number of hours worked by a part-time employee may be varied by mutual agreement between the employer and employee and recorded in writing.

(d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

10.4 Casual employment

(a) A casual employee is an employee engaged as such on an hourly basis.

(b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%**. The casual loading is paid in lieu of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment**.

(c) A casual employee will be paid a minimum of two hours pay for each engagement.

(d) **The 25% casual loading shall not apply where the time worked by an employee attracts a higher penalty or loading** ~~A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component added to the penalty rate of pay.~~

11. Termination of employment

11.1 Notice of termination is provided for in the NES.

11.2 Notice of termination by an employee

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

11.3 Job search entitlement

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

12. Redundancy

12.1 Redundancy pay is provided for in the NES.

12.2 Transfer to lower paid duties

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

12.3 Employee leaving during notice period

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

12.4 Job search entitlement

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

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

(c) This entitlement applies instead of clause 11.3.

12.5 Transitional provisions

(a) Subject to clause 12.5(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a NAPSA:

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Act had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee's entitlement to redundancy pay, if any, under the NES.

(b) The employee's entitlement to redundancy pay under the NAPSA is limited to the amount of redundancy pay which exceeds the employee's entitlement to redundancy pay, if any, under the NES.

(c) This clause does not operate to diminish an employee's entitlement to redundancy pay under any other instrument.

(d) Clause 12.5 ceases to operate on 31 December 2014.

Part 4—Minimum Wages and Related Matters

13. Classifications

Classification definitions are set out in Schedule A—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Minimum weekly wages

14.1 Nursing assistant

	Per week
	$
1st year	596.10
2nd year	606.40
3rd year and thereafter	616.90

14.2 Enrolled nurses

(a) Student enrolled nurse

	Per week
	$
Less than 21 years of age	550.00
21 years of age and over	580.00

(b) Enrolled nurse

	Per week
	$
Pay point 1	650.00
Pay point 2	659.00
Pay point 3	668.00
Pay point 4	678.00
Pay point 5	685.00

14.3 Registered nurses

Registered nurse—level 1	Per week
	$
Pay point 1	697.00
Pay point 2	712.00
Pay point 3	730.00
Pay point 4	750.00
Pay point 5	774.00
Pay point 6	797.00

Registered nurse—level 1	**Per week**
	$
Pay point 7	821.00
Pay point 8 and thereafter	843.00
Registered nurse—level 2	
Pay point 1	866.00
Pay point 2	880.00
Pay point 3	896.00
Pay point 4 and thereafter	911.00
Registered nurse—level 3	
Pay point 1	941.00
Pay point 2	959.00
Pay point 3	976.00
Pay point 4 and thereafter	994.00
Registered nurse—level 4	
Grade 1	1,078.00
Grade 2	1,157.00
Grade 3	1,226.00
Registered nurse—level 5	**$**
Grade 1	1,088.00
Grade 2	1,147.00
Grade 3	1,226.00
Grade 4	1,304.00
Grade 5	1,441.00
Grade 6	1,579.00

Minimum entry rate for a:

(a) Four year degree is $729.00 per week

(b) Masters degree is $755.00 per week

Progression from these entry rates will be to Level 1 pay point 4 and 5 respectively.

14.4 Nurse practitioner

	Per week $
1st year	1,087.00
2nd year	1,120.00

14.5 Occupational health nurses

Occupational health nurse—level 1	Per week $
Pay point 1	566.58
Pay point 2	577.60
Pay point 3	588.62
Pay point 4	600.40
Occupational health nurse—level 2	
Pay point 1	608.38
Pay point 2	622.44
Pay point 3	643.72
Pay point 4	661.20
Pay point 5	673.74
Occupational health nurse—level 3	
Pay point 1	750.00
Pay point 2	774.00
Pay point 3	797.00
Pay point 4	821.00
Pay point 5	843.00
Occupational health nurse—level 4	
Pay point 1	866.00
Pay point 2	880.00
Pay point 3	896.00
Pay point 4	911.00
Senior occupational health clinical nurse	911.00
Occupational health nurse—level 5	
Pay point 1	941.00
Pay point 2	959.00
Pay point 3	976.00
Pay point 4 and thereafter	994.00

15. Progression through pay points

~~Progression for all classifications which have pay points will normally be on an annual basis having regard to the acquisition and use of skill described in the definitions contained in clause Schedule A.~~

Employees will progress through the pay points allocated to their classification if:

(a) the employee has shown competency at the existing pay point; and

(b) the employee has satisfactorily completed in-service training or has on assessment acquired and is required by the employer to utilise new and/or

enhanced skills required by the employer or other skills where agreed at the staff development/performance review.

16. Allowances

The following allowances do not apply to employees classified at Registered nurse levels 4 or 5.

16.1 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable CPI figure
Meal allowance	Take-away and fast foods sub-group
Clothing, equipment and tools allowance	Clothing and footwear group
Tools allowance	Tools component of the household appliances, utensils and tools sub-group
Vehicle/travel allowance	Private motoring sub-group

16.2 Clothing and equipment

(a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.

(b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of $1.23 per shift or part thereof on duty or $6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of $0.32 per shift or part thereof on duty or $1.49 per week, whichever is the lesser amount.

(c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of 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.

16.3 Meal allowances

(a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:

(i) When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour~~—$10.00~~ **$7.26**. Provided that where such overtime work exceeds four hours a further meal allowance of ~~$9.00~~ **$7.26** will be paid.

(b) Clause 16.3(a)(i) will not apply when an employee could reasonably return home for a meal within the meal break.

(c) On request meal allowance will be paid on the same day as overtime is worked.

16.4 On call allowance

(a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place.The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

(i) Between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the standard rate;

(ii) Between rostered shifts or ordinary hours on a Saturday—3.54% of the standard rate; or

(iii) Between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the standard rate.

(b) For purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

16.5 Travelling, transport and fares

(a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than $0.74 per kilometre.

(b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

(c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.5(b), which exceed the mode of transport, meals or the standard of accommodation agreed with the employer, for these purposes.

17. District allowances

17.1 Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.

17.2 Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a NAPSA or an award made under the *Workplace Relations Act 1996* (Cth):

(a) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under that Act had applied to the employee; and

(b) that would have entitled the employee to payment of a district allowance.

17.3 This clause ceases to operate on 31 December 2014.

18. Payment of wages

18.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

18.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

18.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

19. Accident pay

19.1 Subject to clause 19.2, an employee is entitled to accident pay in accordance with the terms of:

(a) a NAPSA that would have applied to the employee immediately prior to 1 January 2010 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement made under the *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

19.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

19.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

19.4 This clause ceases to operate on 31 December 2014.

20. Superannuation

20.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

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

20.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds:

(a) Health Employees Superannuation Trust of Australia (HESTA); or

(b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

(a) **Paid leave—**while the employee is on any paid leave;

(b) **Work-related injury or illness**—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:

(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and

(ii) the employee remains employed by the employer.

The provisions of this clause only apply to the extent that there would have been an obligation on an employer to make such superannuation contributions under an award governing the employer in relation to the employment and workplace concerned, immediately prior to 1 January 2010.

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work

21.1 The ordinary hours of work for a full-time employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

21.2 The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

21.3 The hours of work on any day will be continuous except for meal breaks.

21.4 The ordinary hours of work for a day worker will be between ~~6.00am~~ **7.00 am** and ~~6.00pm~~ **9.00 pm** ~~Monday to Friday~~.

21.5 A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 21.4.

22. Rest breaks between rostered work

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

23. Accumulation and taking of accrued days off (ADOs)

23.1 Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 21.4, ADOs will be taken within 12 months of the date on which the first full ADO accrued.

23.2 With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.

23.3 An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

24. Rostering

(a) Employees will work in accordance with a weekly or fortnightly roster.

(b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.

(c) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency. **No changes will be made to rosters without the approval of the employer**.

(d) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

25. Saturday and Sunday work

25.1 Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

25.2 Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

26. Breaks

26.1 Meal breaks

(a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

26.2 Tea breaks

(a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.

(b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.

(c) Tea breaks will count as time worked.

27. Overtime

27.1 Overtime penalty rates

(a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 21—Ordinary hours of work, are to be paid as follows:

(i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;

(ii) Sunday—double time;

(iii) Public holidays—double time and a half.

(b) Overtime penalties as prescribed in clause 27.1(a) do not apply to Registered nurse levels 4 and 5.

(c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 28—Shiftwork.

(d) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be deemed to be overtime and will be paid as prescribed in clause 27.1(a).

27.2 Time off instead of payment for overtime

(a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.

(b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

27.3 Rest period after overtime

(a) This clause does not apply to employees employed outside of hospitals, nursing homes and aged care facilities (except occupational health nurses).

(b) ~~(a)~~ When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ~~10~~ **8** consecutive hours off duty between the work of successive days or shifts, including overtime.

(c) ~~(b)~~ An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least ~~10~~ **8** consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such a absence.

(d) ~~(c)~~ If, on the instruction of the employer, an employee resumes or continues to work without having had ~~10~~ **8** consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

27.4 Rest break during overtime

(a) This clause does not apply to employees employed outside of hospitals, nursing homes and aged care facilities (except occupational health nurses).

(b) An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

27.5 Recall to work when on call

(a) This clause does not apply to employees employed outside of hospitals, nursing homes and aged care facilities (except occupational health nurses).

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

27.6 Recall to work when not on call

(a) This clause does not apply to occupational health nurses and employees employed outside of hospitals, nursing homes and aged care facilities.

(b) ~~(a)~~ An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

~~(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.~~

(c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

(d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

28. Shiftwork

28.1 Shift penalties

(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.

(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.

(c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(d) For the purposes of this clause:

(i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

(ii) **Night shift** means any shift worked between 6.00 pm and 7.30 am on the following day.

(e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday or Sunday or public holiday where the extra payment prescribed by clause 25—Saturday and Sunday work and clause 31—Public holidays applies.

(f) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

29. Higher duties

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

29.2 Higher duties allowance does not apply to Registered nurse levels 4 and 5.

Part 6—Leave and Public Holidays

30. Annual leave

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

30.1 Quantum of annual leave

(a) ~~In addition to the entitlements in the NES, full-time employees are entitled to five weeks of annual leave on the same terms and conditions.~~

~~(b)In addition to the entitlements in the NES, full-time employees who are shiftworkers, as defined in 0 are entitled to an additional week's annual leave on the same terms and conditions.~~

~~(c)For the purpose of the NES, a shiftworker is defined as an employee who:~~

~~**(i)** is regularly rostered over seven days a week/24 hours a day; and~~

~~**(ii)** works on Saturdays and Sundays.~~

For the purpose of the additional week of annual leave provided for in the NES, a "shift-worker" is a seven day shift-worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

30.2 Taking of leave

Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.

30.3 Payment for annual leave

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

30.4 Annual leave loading

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

(b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:

(i) An annual leave loading of 17.5% of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

30.5 Payment of annual leave on termination

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

30.6 Close down periods—medical practices

Where an employer temporarily closes a medical practice, an employee may be directed to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued annual leave for this period, they may be required to take annual leave in advance.

31. Public holidays

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

31.1 Payment for work done on public holidays

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time and a half of their ordinary rate of pay.

31.2 Public holiday substitution

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

31.3 Public holidays occurring on rostered days off

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

31.4 Accrued days off on public holidays

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

32. Personal/carer's leave and compassionate leave

Personal/carer's leave and compassionate leave are provided for in the NES.

33. Community service leave

Community service leave is provided for in the NES.

Schedule A—Classification Definitions

A.1 Nursing assistant

Nursing assistant means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, whose substantial employment in terms of the purpose to be achieved by it is the provision of nursing care to persons.

A.2 Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in A.5.

A.3 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

A.4 Enrolled nurses

A.4.1 Enrolled nurse pay point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.4.2 Enrolled nurse pay point 2

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

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

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for Pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

A.4.3 Enrolled nurse pay point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

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

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.4.4 Enrolled nurse pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed

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

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

(c) Skill indicators

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

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

A.4.5 Enrolled nurse pay point 5

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

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

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

(c) Skill indicators

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

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

- efficiency and sound judgment in identifying situations requiring assistance from an RN.

A.5 Registered nurses

A.5.1 Registered nurse—level 1 (RN1)

(a) An employee at this level performs their duties:

(i) according to their level of competence; and

(ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

(b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and Student Nurses;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

A.5.2 Registered nurse—level 2 (RN2)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

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

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

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.5.3 Registered nurse—level 3 (RN3)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

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

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

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

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

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

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;

- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

A.5.4 Registered nurse—level 4 (RN4)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

(b) In addition to the duties of an RN3, an employee at this level will perform the following duties:

(i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

A.5.5 Registered nurse level 5—(RN5)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Director of nursing.

(b) In addition to the duties of an RN4, an employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.6 Occupational health nurses

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

- the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;
- the rehabilitation of injured workers;
- preventative action in relation to occupational hazards that may lead to injury and/or illness;
- immediate and continuing treatment of occupational injuries and/or illness;
- health promotion; and

- the counselling of clients on health related matters.

A.6.1 Occupational health nurse—level 1

(a) An employee at this level:
- **is an assistant in nursing and has not undertaken any formal nursing course; and**
- **is employed principally in nursing duties under the supervision of an occupational health nurse.**

A.6.2 Occupational health clinical nurse—level 2

(a) An employee at this level:
- **is an enrolled nurse and is enrolled by the Board as such; and**
- **is employed under the supervision of an occupational health nurse.**

A.6.3 Occupational health clinical nurse—level 3

(a) An employee at this level:

(i) is an RN with at least four years post registration experience; and

(ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level 1.

Appointment to level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Payment at this level will commence when the employer receives reasonable proof from the employee that the qualification has been obtained. Onus of proof rests with the employee.

(b) The duties of an employee at this level may include, but are not necessarily confined to:

- **the prevention of injury/illness;**
- **rehabilitation; and**
- **occupational hazard identification.**

A.6.4 Senior occupational health clinical nurse

(a) An employee at this level is:

(i) an RN with at least five years post registration experience who:

- **coordinates the occupational health nursing service; and**
- **provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.**

A.6.5 Occupational health nurse consultant—level 4

(a) An employee at this level is:

(i) an RN with at least five years post registration experience who:

- **coordinates the occupational health nursing service; and**
- **provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.**

A.6.6 Occupational health nurse consultant—level 5

(a) An employee at this level is:

(i) an RN with at least five years post registration experience who:

- **coordinates the Occupational health nursing services; and**
- **provides support and direction to five or more Occupational nurses and/or Occupational health clinical nurses.**

A.7 Nurse Practitioner

A **Nurse practitioner**:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.7.1 Role of a licensed Nurse practitioner

(a) The nurse practitioner is able to assess and manage the care of clients/residence using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.

(b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

A.7.2 Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

(a) the nurse practitioner is authorized to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and

(b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/ residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

They exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.