PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2023

AWARD VARIATION

1. Delete Clause 59 (iv):

   "This award commences on and from 1 July 2023. It will remain in force until 30 June 2024."

   and replace with:

   "This award commences on and from 1 July 2023. It will remain in force until 30 June 2025."

2. Delete Clause 59(v):

   "The increases shown in the Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2023."

   and replace with:

   "The increases shown in the Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2023 and 1 July 2024, respectively."

3. Schedule A - Delete current Tables and insert in lieu the following:

Description	**FFPPCOOA 01/07/2023 Per week $**	**FFPPCOOA 01/07/2024 Per week $**
Assistants in Nursing / Midwifery		
1st Year	964.70	993.60
2nd Year	995.40	1025.30
3rd Year	1026.70	1057.50
4th Year and Thereafter	1058.40	1090.20
Enrolled Nurse Without Medication Qualification		
1st Year	1183.90	1219.40
2nd Year	1209.90	1246.20
3rd Year	1235.60	1272.70
4th Year	1261.90	1299.80
5th Year and Thereafter	1288.60	1327.30
Special Grade >08/12/1999	1328.70	1368.60
Enrolled Nurse		
1st Year	1209.90	1246.20
2nd Year	1235.60	1272.70

Description	FFPPCOOA 01/07/2023 Per week $	FFPPCOOA 01/07/2024 Per week $
3rd Year	1261.90	1299.80
4th Year	1288.60	1327.30
5th Year and Thereafter	1314.70	1354.10
Special Grade	1354.90	1395.50
Registered Nurse / Midwife		
1st Year	1342.50	1382.80
2nd Year	1415.30	1457.80
3rd Year	1488.40	1533.10
4th Year	1566.80	1613.80
5th Year	1644.60	1693.90
6th Year	1721.90	1773.60
7th Year	1810.50	1864.80
8th Year and Thereafter	1884.90	1941.40
Clinical Nurse Specialist		
Clinical Nurse / Midwife Specialist		
Grade 1 - 1st Year and Thereafter	1961.50	2020.30
Grade 2 - 1st Year	2107.10	2170.30
Grade 2 - 2nd Year and Thereafter	2176.30	2241.60
Clinical Nurse / Midwife Consultant		
Appointed prior to 31.12.99	2412.10	2484.50
Grade 1 - 1st Year >31.12.99	2357.90	2428.60
Grade 1 – 2nd Year >31.12.99	2406.10	2478.30
Grade 2 - 1st Year >31.12.99	2453.70	2527.30
Grade 2 - 2nd Year >31.12.99	2502.60	2577.70
Grade 3 - 1st Year >31.12.99	2598.60	2676.60
Grade 3 - 2nd Year >31.12.99	2646.90	2726.30
Clinical Nurse / Midwife Educator		
Year 1	2040.90	2102.10
Year 2 and Thereafter	2107.10	2170.30
Nurse / Midwife Educator		
4th Year as at 1/7/08	2412.10	2484.50
Grade 1 - 1st Year	2292.50	2361.30
Grade 1 - 2nd Year and Thereafter	2357.90	2428.60
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Nurse / Midwife Practitioner		
1st Year	2598.60	2676.60
2nd Year	2646.90	2726.30
3rd Year	2714.50	2795.90

Description	FFPPCOOA 01/07/2023 Per week $	FFPPCOOA 01/07/2024 Per week $
4th Year	2782.40	2865.90
Nursing / Midwifery Unit Manager		
Level 1	2364.80	2435.70
Level 2	2476.80	2551.10
Level 3	2543.40	2619.70
Nurse / Midwife Manager		
Grade 1 - 1st Year	2357.90	2428.60
Grade 1 - 2nd Year and Thereafter	2406.10	2478.30
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Grade 4 - 1st Year	2743.00	2825.30
Grade 4 - 2nd Year and Thereafter	2791.20	2874.90
Grade 5 - 1st Year	2886.70	2973.30
Grade 5 - 2nd Year and Thereafter	2935.60	3023.70
Grade 6 - 1st Year	3031.80	3122.80
Grade 6 - 2nd Year and Thereafter	3080.40	3172.80
Grade 7 - 1st Year	3271.90	3370.10
Grade 7 - 2nd Year and Thereafter	3320.70	3420.30
Grade 8 - 1st Year	3513.30	3618.70
Grade 8 - 2nd Year and Thereafter	3561.20	3668.00
Grade 9 - 1st Year	3753.50	3866.10
Grade 9 - 2nd Year and Thereafter	3801.90	3916.00
Registered Mothercraft Nurse		
9th Year	1599.70	1647.70
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.		
Registered Nurse - Pre Registration		
1st Year and Thereafter	1157.50	1192.20

Table 2 - Other Rates and Allowances

Item	Clause	Allowance Description	FFPPCOOA 01/07/2023 $	FFPPCOOA 01/07/2024 $
		In Charge Of Hospital		
1	12(i)(a)	RN in charge of hospital - per shift	38.39	39.54
		On Call		
2	12(ii)(a)	On Call Allowance - per hour	4.20	4.33
2	12(ii)(a)	On Call Allowance minimum payment	33.60	34.64
3	12(ii)(b)	On Call Allowance on RDO - per hour	8.38	8.63
3	12(ii)(b)	On Call Allowance on RDO minimum payment	67.04	69.04
4	12(ii)(c)	On call during meal break - per break	16.52	17.02
		Radiographic		
5	12(iii)(a)	Director of Nursing performing radiographic duties - per week	46.82	48.22
6	12(iii)(c)	Employee in absence of DON - per day	9.37	9.65
6	12(iii)(c)	Maximum payment - per week	46.86	48.27
7	12(iv)	Employee wearing lead apron - per hour	2.33	2.40
		In Charge of Ward/Hospital		
8	12(v) (a)&(b)	RN in charge of ward - per shift	38.39	39.54
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	57.57	59.30
9 (b)	12(ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	73.59	75.80
		Climatic / Isolation		
10	14(i)	Climatic Allowance - per week	4.54	4.70
10	14(ii)	Isolation Allowance - per week	8.90	9.22
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	39.98	41.42
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	17.42	18.05
		Justice Health		
11a	17(iii)	Justice Health Service Environmental Allowance - per annum	3366	3467
11b	17(iv)	Justice Health Service Productivity Allowance - per week	82.99	85.48
		Excess Fares		
12	20(iv)(b)	Excess Fares - per day	6.27	6.50
		Uniform and Laundry Allowance		
13	23(iii)(a)	Uniform Allowance - per week	8.99	9.31
13	23(iii)(a)	Shoes Allowance - per week	2.78	2.88
13	23(iii)(a)	Uniform (including shoes allowance) - per week	11.77	12.19
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	2.70	2.80
14	23(iv)	Laundry Allowance - per week	7.49	7.76
		Accommodation and Board Deductions		
15	38(iii)(a)	Separate bedroom - per week	80.37	82.78
15	38(iii)(b)	Self-contained flat - per week	97.93	100.87
16	38(iv)	Deduction for meals - per week	173.48	178.68
17	38(v)(b)	Breakfast - per meal	5.86	6.04

Item	Clause	Allowance Description	FFPPCOOA 01/07/2023 $	FFPPCOOA 01/07/2024 $
17	38(v)(b)	Other meals - per meal	10.68	11.00
		CSSD		
18	12(viii)	EN employed in CSSD unit with CSSD Cert – per week	18.20	18.75
		Flight Nurses		
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	18.58	19.14
		Continuing Education Allowance (CEA)		
20	13(ii)	CEA - Post Registration Hospital Certificate - per week	44.70	46.00
21	13(iii)	CEA - Post Graduate Certificate - per week	44.70	46.00
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	67.20	69.20
23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	80.70	83.10
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	32.20	33.20
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	40.50	41.70

PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2023

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
4A.	Multiple Assignments
5.	Pilot Roster Projects
6.	Introduction of Change
7.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
8.	Rosters
9.	Salaries
10.	Salary Sacrifice to Superannuation
11.	Leave for Matters arising from Domestic and Family Violence
12.	Special Allowances
13.	Continuing Education Allowance
14.	Climatic and Isolation Allowances
15.	Penalty Rates for Shift Work and Weekend Work
16.	Fares and Expenses
17.	Special Rates and Conditions
18.	Telephone Allowance
19.	Work Health and Safety for Employees of Contractors and Labour Hire Business
20.	Mobility, Excess Fares & Travelling
21.	Car Allowance
22.	Provision of Communication Device
23.	Uniform and Laundry Allowances
24.	Higher Grade Duty
25.	Overtime
26.	Escort Duty
27.	Payment and Particulars of Salaries
28	Registration Pending
29.	Part-time, Casual and Temporary Employees
30.	Annual Leave
31.	Annual Leave Loading
32.	Family and Community Services Leave and Personal/Carers' Leave
33.	Long Service Leave
34.	Maternity, Adoption and Parental Leave
35.	Military Leave
36.	Repatriation Leave
37.	Sick Leave

38. Accommodation and Board
39. Grading Committee
40. Grading of Nurse/Midwife Manager Positions
41. Deputy Directors of Nursing, Assistant Directors of Nursing
42. Proportion
43. Medical Examination of Nurses
44. Domestic Work
45. Termination of Employment
46. Labour Flexibility
47. Right of Entry
48. Disputes
49. Anti-discrimination
50. Exemptions
51. Salary Packaging
52. Deduction of Union Membership Fees
53. Staffing Arrangements
54. Trade Union Activities
55. Learning and Development Leave
56. Career Break Scheme
57. Supernumerary Time for New Graduates
58. Commitments During Life of this award
59. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 (NSW), there must be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award, except as provided for in the Memorandum of Understanding between the Association and the NSW Ministry of Health dated 29 August 2023 regarding the implementation of Safe Staffing Levels within the Award.

3. Definitions

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

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

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

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

$$\text{Neo-natal Adjustment} = \frac{\text{Total Bed Days of Unqualified Babies for the Period}}{\text{2 X Number of Days in the Period}}$$

$$\text{Non-inpatient} = \frac{\text{Total NIOOS Equivalents for the Period}}{\text{10 X Number of Days in the Period}}$$

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

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

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

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years' experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

(a) actively contributes to the development of clinical practice in the ward/unit/service;

(b) acts as a resource and mentor to others in relation to clinical practice; and

(c) actively contributes to their own professional development.

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

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-graduate qualification, or such other qualifications or equivalent experience deemed appropriate by the public hospital or public health organisation.

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

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

specialist clinical practice across a small or medium sized health facility/sector/service; or

primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate will be upon completion of 12 months satisfactory full-time service (or pro rata part time service).
"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full

time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

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

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

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

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

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

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

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

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

"Flight Nurse" means a dual registered nurse and midwife engaged as such and engaged with NSW Ambulance.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

(a) any hospital service

(b) any medical service

(c) any paramedical service

(d) any community health service

(e) any environmental health service

(f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act* 1997 (NSW)) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

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

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

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

"Ministry" means the NSW Ministry of Health.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

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

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

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

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

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

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

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;

- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or

- A nursing/midwifery education program for a community based health service such as community health or mental health services.

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

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

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

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or

- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

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

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of clause 53, Staffing Arrangements, that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with clause 40, Grading of Nurse/Midwife Manager Positions, of this award.

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

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

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

(a) CO-ORDINATION OF PATIENT SERVICES -

- liaison with all health care disciplines for the provision of services to meet patient needs;

- the orchestration of services to meet patient needs after discharge;

- monitoring catering and transport services.

(b) UNIT MANAGEMENT -

- implementation of hospital/health service policy:

- dissemination of information to all personnel;

- ensuring environmental safety;

- monitoring the use and maintenance of equipment;

- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

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

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

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

"Public Health Organisation" means:

(a) a Local Health District or:

(b) a statutory health corporation; or,

(c) an affiliated health organisation in respect of its recognised establishments and recognised services;

"Public Hospital" means:

(a) a hospital controlled by a Local Health District, or

(b) a hospital controlled by a statutory health corporation, or

(c) a hospital that is a recognised establishment of an affiliated health organisation, or

(d) a hospital controlled by the Crown (including the Minister or the Secretary, NSW Health).

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

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award will continue to be recognised.
To the foregoing will be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses: -

Associate Diploma in Community Health -
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Administration -
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Education -
College of Nursing, Australia; N.S.W. College of Nursing;
Newcastle College of Advanced Education;

Certificate in Operating Theatre Management -
N.S.W. College of Nursing;

Certificate in Operating Theatre Technique -
College of Nursing, Australia;

Certificate in Coronary Care -
N.S.W. College of Nursing;

Certificate in Orthopaedic Nursing -
N.S.W. College of Nursing;

Certificate in Ward Management -
N.S.W. College of Nursing;

Midwife Tutor Diploma -
College of Nursing, Australia, or Central Midwives Board, London;

Occupational Health Nursing Certificate -
N.S.W. College of Nursing;

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

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

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

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

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

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

(i)

(a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, will be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.

(b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

(a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of mealtimes, shall not exceed an average of 38 hours per week in each roster cycle.

(b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

(a) The hours of work prescribed in subclauses (i) and (ii) of this clause will, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee will not

work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.

(b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

(a) Each shift will consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case will an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee will not be rostered for more than three quick shifts, i.e. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.

(b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

(a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) will be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

(vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day will be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

(a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.

(b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.

(c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

(viii) Except for breaks for meals the hours of duty each day will be continuous.

(ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast	between 6am and 9am
Midday Meal	between 12 noon and 2pm
Evening Meal	between 5pm and 7pm

Night Meal between 10pm and 2am.

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

(x)

(a) One twenty minute interval (in addition to the meal break) will be allowed each employee on duty for a tea break during each shift. Such interval will count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day will only be entitled to one tea break of 10 minutes.

(b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.

(c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.

(d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions will apply to HealthShare Patient Transport Services (PTS) employees only;

i. HealthShare PTS employees working shifts of less than 12 hours duration will have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.

ii. HealthShare PTS employees working a roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.

iii. HealthShare PTS employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, will receive an additional payment of one hour at ordinary time rates.

(xi)

(a) Subclauses (ix) and (x) of this clause, will not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals will count as working time and will be paid for as such.

(b) Employees must not be required to work during such breaks as a matter of routine practice unless mutually agreed at the local level.

(c) Should an employee be required to work during such breaks, the period when the employee has been required to work becomes payable as overtime provided the employee has completed the total ordinary work time of the shift, unless the employee is permitted to finish duty early on the same shift for such period.

(xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.

(xiii) In addition to any other rest period and meal break, employees who are lactating will be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer will provide access to suitable facilities for such purpose.

(xiv)

(a) Except in cases of emergency, an employee will not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.

(b) Except in cases of emergency, after having served a period of night duty, an employee will serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.

(c) Except in cases of emergency, an employee will not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.

(d) This subclause will not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.

(xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty will be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

(xvi)

(a) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight and no duties will be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift will be one which commences at or after 1pm and before 4pm.

(b) An employee at his or her request, may be given time free from duty in one or more periods but no period will be less than one full day.

(c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

(xvii)

(a) Employees may be required to remain on call. Any such time on call will not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but will be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee will be required to remain on call whilst on leave or the day before entering upon leave.

(b) Except as hereafter provided, no employee will be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.

(c) Paragraph (b) will not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.

(xviii) An employer will not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

4A. Multiple Assignments

(i) Multiple assignments exist when an employee has more than one position under this award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".

(ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee will be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.

(iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification will not count for the purposes of incremental progression in the higher classification.

(iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Public Health Organisation

(v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:

(a) The work performed in each of an employee's assignments will be aggregated for the purposes of determining all of the employee's entitlements under this award.

Hours, Additional Days Off and Overtime

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

(c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in paragraph (i)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or paragraph (ii)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:

1. that employee is entitled to additional days off in accordance with subclause (iii) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and

2. paragraph (ii)(a) of clause 25, Overtime, will apply for the purposes of overtime.

(d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:

1. paragraph (ii)(b) of clause 25, Overtime, will apply for the purposes of overtime, and

2. all ordinary hours and additional hours paid at ordinary rates in each assignment will be aggregated for the purposes of paragraph (ii)(b) of clause 25, Overtime, and treated as if it were worked under a single assignment.

(e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and paragraphs (xi)(a) - (c) of clause 25, Overtime, do not apply;

1. subparagraphs (c)(2) and (d)(1) of this subclause will not apply to time worked in that assignment provided that,

2. ordinary hours worked in that assignment will be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.

(f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.

(g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable will be the rate applicable to the assignment which generated the additional hours or overtime.

(h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.

(i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

Temporary Employees

(j) Where an employee has an assignment to which Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, will only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of paragraphs (m) and (n) of this subclause will not apply to the temporary assignment provided that subclause (iii) of Part III - Temporary Employees, of clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

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

(k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and

2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, will cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

(l) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in paragraph (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, will not apply to any of their assignments.

Leave

(m) All ordinary hours worked by an employee in multiple assignments will count towards determining the employee's leave entitlements.

(n) Employees with multiple assignments will be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of paragraph (i)(a) of clause 37, Sick Leave.

(o) Where an employee has multiple assignments with different ordinary rates of pay, the employee will be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.

(p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they will be entitled to six weeks annual leave in accordance with paragraph (i)(a) of clause 30, Annual Leave.

(q) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.

(r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee will not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

(s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:

1. the position/s currently held
2. the facility in which the existing position/s are worked
3. the classification/s under which they are engaged in each position
4. the number of ordinary hours worked in each position
5. any regular additional hours or overtime that is worked in each position
6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and

(t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:

1. the position they have applied for
2. the facility in which the proposed new assignment is to be worked
3. the classification under which they would be engaged in the new assignment
4. the number of ordinary hours to be worked in the proposed assignment
5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.

(u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.

(v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on

the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Public Health Organisations

(vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:

(a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.

(b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.

(c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.

(d) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.

(e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.

(f) If prior to the introduction of this clause and/or the Staff Link payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 25, Overtime, that employee will continue to receive those benefits until one of the assignments is terminated.

(g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause will apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

(vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.

(viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause will continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

5. Pilot Roster Projects

(i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:

(a) The terms of the Pilot Roster Project will be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association will not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the

terms proposed, the employer will provide its reasons in writing to the Association or the nurses concerned.

(b) The terms will include

(1) the duration of the project; and

(2) the conditions of the project; and

(3) the award provisions required to be overridden in order to implement the project; and

(4) review mechanisms to assess the effectiveness of the project.

(c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer will not be deemed to be in breach of the award by reason alone of implementing the project.

(d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer will be able to claim the benefit of paragraph (c) when implementing such project.

(ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.

(iii) Pilot 12 hour shift systems in place as at 1 July 2008 will continue to operate in accordance with the provisions of the relevant pilot agreement.

(iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association will be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.

(v) The following provisions will apply to new 12 hour shift systems commencing on or after 1 July 2008:

(a) Participation in a 12 hour shift system will be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.

(b) The ordinary hours of work for each full time employee will be 228 hours balanced over a six week period. The hours will be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee will be balanced over a six week period. The hours will be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer; or

The ordinary hours of work for each full time employee will be 152 hours balanced over a four week period. The hours will be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee will be balanced over a four week period. The hours will be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.

(c) Payment for full time employees will be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees will be the actual number of hours worked per pay period.

(d) The day shift may have a span of up to 12.5 hours and will include one half hour unpaid meal break and two x 20 minute paid tea breaks.

(e) The night shift may have a span of up to 12.5 hours and will include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.

(f) The maximum number of consecutive shifts will be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.

(g) Employees will not be rostered on single days off unless it is at the request of the employee.

(h) The minimum break between shifts will be 11.5 hours.

(i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.

(j) No overtime will be worked in conjunction with a 12 hour shift.

(k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.

(l) An individual employee will have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system will provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice will be required, or such lesser period of time as may be agreed to by the public health organisation.

(m) Where a 12 hour shift system is in place management will be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected employees to cease a 12 hour shift system, three months' notice of the intended cessation will be given to employees.

6. Introduction of Change

(a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this award, the employer will notify the Association and employees who may be affected by the proposed changes. Discussions will commence as soon as practicable after such decision has been taken.

(b) "Significant effects" includes:

i. termination of employment;

ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;

iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;

iv. the alteration of hours of work for a class or group of employees; or

v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.

(c) The employer will discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in subclause (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

(d) For the purpose of such discussion, the employer will provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer will not be required to disclose confidential information, the disclosure of which would adversely affect the employer,

Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act* 2009 (NSW) (the GIPA Act).

(e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E, Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.

(f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act* 2011 (NSW), the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

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

(i) A Director of Nursing or Area Manager, Nurse Education will be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.

(ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days will be given and taken within 28 days of becoming due.

(ii) A Director of Nursing or Area Manager, Nurse Education will, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days will be subject to the approval of the employer, and such approval will not be unreasonably withheld.

8. Rosters

(i) The ordinary hours of work for each employee, other than the Director of Nursing, will be displayed on a roster in a place conveniently accessible to employees.

(ii) The roster will be displayed at least four weeks prior to the commencing date of the first working period in the roster.

(iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged.

(iv) Prior to the date of the changed shift, such change of roster must be notified verbally or in writing to the employee concerned.

(v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing and Area Managers, Nurse Education, such day is to be shown on the roster of hours for that employee.

(vi) All rosters must be retained for at least six years.

9. Salaries

(i) The minimum salaries per week to be paid to employees will be as set out in Table 1 of Part B.

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

Provided that an Enrolled Nurse 1st year will not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982

hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

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

10. Salary Sacrifice to Superannuation

(i) Notwithstanding the salaries prescribed in clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

(ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.

(iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

(a) The employee will be provided with a copy of the signed agreement. The salary sacrifice agreement will be terminated at any time at the employee's election and will cease upon termination of the employee's services with the employer.

(b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and

(c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.

(iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:

(a) paid into the superannuation scheme established under the *First State Superannuation Act* 1992 (NSW) as optional employer contributions; or

(b) subject to the employer's agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.

(v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.

(vi) Where the employee is a member of a superannuation scheme established under:

(a) the *Police Regulation (Superannuation) Act* 1906 (NSW);

(b) the *Superannuation Act* 1916 (NSW);

(c) the *State Authorities Superannuation Act* 1987 (NSW);

(d) the *State Authorities Non-contributory Superannuation Act* 1987 (NSW); or

(e) the *First State Superannuation Act* 1992 (NSW).

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

(vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

11. Leave for Matters Arising from Domestic and Family Violence

A. Definitions

(i) Domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern behaviour.

(a) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.

(b) A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.

(c) Domestic and family violence behaviours can include, but are not limited to:

- physical and sexual violence
- verbal abuse and threats
- emotional or psychological abuse
- financial abuse
- social and geographical isolation
- stalking and intimidation
- technology facilitated abuse
- threats or actual harm to others, pets and/or property or
- threats to be violent in the above ways

B. Leave for Matters arising from Domestic and Family Violence

(i) The definition of domestic and family violence is in Part A of this clause.

(ii) Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.

(iii) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.

(iv) Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.

(v) Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:

(a) seeking safe accommodation or establishing safety;

(b) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

(c) attending court and other legal proceedings relating to their experience of domestic and family violence;

(d) organising alternative care or education arrangements for their children or person(s) in their care;

(e) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or

(f) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.

(vi) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.

(vii) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.

(vii) The employer should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.

(ix) Evidence of the occurrence of domestic and family violence may include:

(a) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;

(b) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;

(c) a medical certificate;

(d) a statutory declaration by the employee experiencing domestic and family violence; or

(e) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.

(x) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

(xi) The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave:

(a) Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.

(b) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.

(xii) Employers must keep personal information about domestic and family violence (including information about support provided by the Employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:

(a) payslips,

(b) the employee's personnel file, or

(c) rosters.

(xiii) Any information regarding an employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.

(xiv) Employers must not take adverse action against an employee because they:

(a) have experienced, or are experiencing, domestic and family violence;

(b) use the paid domestic and family violence leave provisions; or

(c) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.

(xv) The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

C. Leave for employees providing support to people experiencing domestic and family violence

(i) Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:

(a) Family and Community Service Leave (Part A of Clause 32, Family and Community Services Leave and Personal/Carers' Leave); or
(b) Sick Leave to Care for the Person Concerned (Part B of Clause 32, Family and Community Services Leave and Personal/Carers' Leave).

(ii) The "family" or "household" member that the employee is providing care and support to must meet the definition of these terms, as referred to at:

(a) Family and Community Service Leave (Part A of Clause 32, Family and Community Services Leave and Personal/Carers' Leave); or

(b) Sick Leave to Care for the Person Concerned (Part B of Clause 32, Family and Community Services Leave and Personal/Carers' Leave).

(iii) If the employer needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with provisions under clause 32, Family and Community Services Leave and Personal/Carers' Leave, of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.

(iv) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

12. Special Allowances

(i)

(a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse will be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.

(b) This subclause will not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.

(ii)

(a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof will be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

(b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will be paid the sum as set out in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

(c) An employee who is directed to remain on call during a meal break will be paid an allowance as set out in Item 4, of Table 2 of Part B.

(d) Where an employee on call leaves the public hospital and is recalled to duty, he or she will be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable will be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph will apply to all employees.

(iii)

(a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she will be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.

(b) The allowance prescribed by paragraph (a) of this subclause will apply to an employee who relieves the Director of Nursing for a period of one week or more.

(c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week will be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph does not exceed the amount set in the said Item 6.

(d) The allowance prescribed by this subclause will be regarded as part of the salary for the purpose of this award.

(iv) An employee required to wear a lead apron will be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee will be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.

(v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, will be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance will also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance will also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift will be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance will also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.

(vii)

(a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours will receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.

(b) An employee rostered to be on call will be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off will be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

(c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee will be entitled to the following payment in addition to the payment in the said paragraph (b):

(1) An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

(2) An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

(3) An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.

(d) An employee called out during the period of on call will be entitled to the prescriptions of clause 25, Overtime.

(viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia will be paid an allowance as set out in Item 18 of Table 2 of Part B.

(ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift will be paid an allowance per shift as set out in Item 9(b), of Table 2 of Part B. This allowance will not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer will not use this provision on a permanent basis in place of appointing a Nurse Manager.

13. Continuing Education Allowance

(i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, will be paid a continuing education allowance, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.

(ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 will be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate will be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) will be paid an allowance of an amount set out in Item 22 of the said Table 2.

(v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate will be paid an allowance of an amount set out in Item 23 of the said Table 2.

(vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, will be paid a continuing education allowance, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.

(vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification will be paid an allowance of an amount set out in Item 24 of the said Table 2.

(viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification will be paid an allowance of an amount set out in Item 25 of the said Table 2.

(ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, will be paid a continuing education allowance, subject to the following conditions set out below:

(a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;

(b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

(c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.

(x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical filed, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, will be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.

(xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.

(xii) The continuing education allowances will be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.

(xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this award negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

14. Climatic and Isolation Allowances

(i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified will be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.

(ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified will be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.

(iii) Except for the computation of overtime, the allowances prescribed by this clause will be regarded as part of the salary for the purposes of this award.

(iv) The allowances prescribed by this clause are not cumulative.

(v) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

15. Penalty Rates for Shift Work and Weekend Work

(i) Employees Working Afternoon or Night Shift Will be Paid the Following Percentages in Addition to the Ordinary Rate for Such Shift: Provided that Employees Who Work Less Than 38 Hours Per Week Will Only be Entitled to the Additional Rates Where Their Shifts Commence Prior to 6am Or Finish Subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

(ii) "Ordinary rate" and "ordinary time" will not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.

(iii) For the purpose of this clause day, afternoon and night shifts will be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

(iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph will apply to employees who work less than 38 hours per week, but such employees will not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

(v) The additional payments prescribed by this clause will not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 30, Annual Leave.

(vi) This clause will not apply to Nurse/Midwife Managers classified Grade 4 or above.

16. Fares and Expenses

(i) An employee required to travel in the performance of duty will be reimbursed first-class rail fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.

(ii)

(a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months will be reimbursed forward fares from the place of engagement, provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.

(b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency will be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and will also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.

(iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, will be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and will be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.

(iv) Subclauses (ii) and (iii) of this clause will not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.

(v) Fares within the meaning of this clause will include only fares incurred in respect of travel within New South Wales.

(vi) An employee who claims reimbursement of fares, pursuant to this clause, must provide to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

17. Special Rates and Conditions

(i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B will be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals: -

Registered Nurses/Midwives;

All Enrolled Nurse classifications; or

Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

(ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital will be allowed seven days leave of absence annually on full pay.

(iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District will be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance will be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).and will be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees will be paid this allowance on a pro rata basis.

(iv) All nurses employed by the Justice Health Service will be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance will be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and will be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees will be paid this allowance on a pro rata basis.

Air Ambulance Service

(v) In addition to the weekly rate of pay prescribed by clause 9, Salaries, Flight Nurses will receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance will not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance will not be payable on annual leave, long service leave or sick leave.

(vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours will be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.

(vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight will be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.

(viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below will be paid unless a meal is provided.

(ix) The allowance per meal will be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.

Team Leader

(x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.

(xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role will for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:

(a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 3, Year 2.

(b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 4, Year 2.

(c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 5, Year 2.

18. Telephone Allowance

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

(a) the cost of installation of the telephone

(b) three quarters of the cost of the rental of that telephone

(c) the cost of all official calls.

19. Work Health and Safety for Employees of Contractors and Labour Hire Business

(i) This clause arises from the Secure Employment Test Case 2006 (NSW). For the purposes of this subclause, the following definitions will apply:

(a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific

outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):

(a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

(b) provide employees of the labour hire business and/or contract business with appropriate work, health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act* 2011 (NSW) or the *Workplace Injury Management and Workers Compensation Act* 1998 (NSW), as amended or replaced from time to time.

(iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

(v) This clause has no application in respect of organisations which are properly registered as "Group Training Organisations" under the *Apprenticeship and Traineeship Act* 2001 (NSW) (or equivalent interstate legislation), as amended or replaced from time to time, and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

20. Mobility, Excess Fares and Travelling

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

(i) An employee will be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.

(ii)

(a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee will travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.

(b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, will be paid at the ordinary rate of pay to the extent of the excess of travelling time.

(c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, will be reimbursed.

(d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee will be paid a kilometre

allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the (ref clause 36.3) of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.

(iii)

(a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer will only make such a determination where it is reasonable in all the circumstances to do so.

(b) The employer must give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" will be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.

(c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee will report to the new accustomed place of work on the date specified by the employer.

(d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).

(iv)

(a) The provision of this clause will not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.

(b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess will be reimbursed.

(c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day to and from the relief site, such excess will be reimbursed. The rate applicable will be the kilometre allowance prescribed by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.

(v) No payment will be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.

(vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, must in all instances be by the most direct route.

21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, will be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time."

22. Provision of Communication Device

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

23. Uniform and Laundry Allowances

(i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which must be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied will not be entitled to have such article replaced without payment therefore at a reasonable price.

(ii) An employee, on leaving the service of an employer, must return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

(iii)

(a) In lieu of supplying uniforms and shoes to an employee, an employer will pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week will also be paid.

(b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.

(iv)

(a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week will be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.

(b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.

(v) Where the employer requires any employee to wear headgear, the employer will provide headgear free of charge to the employee.

(vi) Each employee whose duties regularly require them to work outdoors will be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing will be made available for use by other employees who in the course of their duties are exposed to wet weather.

(vii) The Ambulance Service will provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:

(a) For female employees:

1 Uniform Jacket
3 Culotte Mid-weight Skirts
2 Winter weight Culotte Skirts
3 Slacks
4 Blouses (2 long sleeve, 2 short sleeve)
1 Pair of Shoes
1 Handbag
1 Cardigan
1 Raincoat
1 Parka

(b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform will be provided.

24. Higher Grade Duty

(i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days will be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer will not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.

(ii) Where an employee acts in a vacant management position covered by this award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer will have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

25. Overtime

(i)

(a) Subject to paragraph (b) of this subclause an employer may require an employee to work reasonable overtime.

(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

(c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:

(i) any risk to employee health and safety;

(ii) the employee's personal circumstances including any family and carer responsibilities;

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

(v) any other relevant matter.

(ii)

(a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work will be overtime and will be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays will be paid for at the rate of double time and on public holidays at the rate of double time and one half.

(b) Employees employed pursuant to Part 1 of clause 29, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) will be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2018_033 Nurses and Midwives - permanent part-time - overtime provisions for on call roster, as amended from time to time. Overtime will be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one half.

(iii) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

(iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:

(a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.

(b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

(c) Nurses cannot be compelled to take time off in lieu of overtime.

(d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.

(e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.

(v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time will be counted as time worked. Provided that the benefits of this subclause will not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

(vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time will be counted as time worked.

(vii)

(a) The meals referred to in subclause (v) and (vi) of this clause will be allowed to the employee free of charge. Where the employer is unable to provide such meals, or an employee so elects, an allowance per meal as calculated hereunder will be paid to the employee concerned.

(b) The allowance per meal will be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.

(viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will apply.

(ix) An employee who works so much overtime:

(a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or

(b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift;

will, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during

such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she will be paid at double rates until released from duty for such period and he or she then will be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime will be reduced to eight hours in the following circumstances:

(i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;

(ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.

(d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances, regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this subclause.

(x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee will be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.

(xi) This clause will not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:

(a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and

(b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and

(c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

26. Escort Duty

(i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, will be paid as working time under this award. Where applicable, overtime will be payable.

(ii) All reasonable out of pocket expenses will be reimbursed.

(iii) Rostered time will be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.

(iv) In respect of non-rostered time not spent in nursing duties:

(a) Periods in hotel/motel accommodation or waiting time for transport will not be counted as working time;

(b) Periods in travelling will count as working time.

27. Payment and Particulars of Salaries

(i) All salaries and other payments will be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any

proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.

(ii) Employees will have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries will be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement will not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer will take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

(iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, will be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her will be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.

(iv) On each payday an employee, in respect of the payment then due, will be provided with a written or electronic statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

(v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.

(a) Underpayment:

(i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;

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

(b) Overpayment

(i) In all cases where overpayments have occurred, the employer will as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.

(ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate will be at 10% of an employee's gross fortnightly base pay.

(iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.

(iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (b)(iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.

(v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in paragraph (b)(iii) above,

the Ministry will have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

(vi) Subject to the provisions of subparagraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

28. Registration Pending

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

29. Part-Time, Casual and Temporary Employees

PART I

PERMANENT PART-TIME EMPLOYEES

(i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.

(ii) The number of persons employed under Part 1 of this clause will be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, will not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.

(iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances, but will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

(iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, will apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30, Annual Leave, will not apply.

(v) A public holiday occurring on an ordinary working day will be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment will be made for a minimum of four hours work, and any balance of the day or shift not worked will be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee will be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.

(vi) To the leave prescribed by subclause (iv) of this Part there will be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

(vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

(viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there will be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the Association. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

(ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, will be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.

(x) Employees engaged under this Part will be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

(xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours' notice that the shift has been cancelled, the employee will be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.

(xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.

(xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

PART II

CASUAL EMPLOYEES

A. General Provisions

(i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.

(ii) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances.

(iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, clause 55, Learning and Development Leave and subclause (vii) of clause 38, Accommodation and Board, will not apply.

Further, casual employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

(iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act* 1944 (NSW).

(v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 30, Annual Leave, will be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee will not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.

(vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.

(vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

(i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006 (NSW).

(ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(iii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee will, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:

(a) whether the employee will convert to full-time or part-time employment; and

(b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act* 1996 (NSW), as amended or replaced from time to time.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(viii) Following an agreement being reached pursuant to paragraph (vii), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART III

TEMPORARY EMPLOYEES

(i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.

(ii) A temporary employee will be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 9, Salaries, of this award, provided that this subclause will cease to apply upon:

(a) the said period of engagement being extended after the said period of 13 weeks;

(b) the employer and the employee agreeing during the said period of 13 weeks, that the employee will be employed on a permanent part-time or full-time basis.

(iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act* 1944 (NSW).

PART IV

SAVINGS PROVISIONS

(i) Employees engaged as part-time employees as at 30 June 1986 will be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:

(ii) Such part-time employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.

(iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38,

Accommodation and Board, of this award will not apply. Further, part-time employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.

(iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act* 1944 (NSW).

(v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, will be paid for the time actually worked at the rate of double time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee will not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.

(vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave, of this award will not apply to such part-time employees who will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* 1955 (NSW).

30. Annual Leave

(i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:

(a) Employees required to work on a seven day basis - six weeks annual leave.

(b) All other employees - four weeks annual leave.

(ii)

(a) An employee to whom paragraph (a) of subclause (i) of this clause, applies and who is required to and does work on a public holiday will be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

(b) To leave prescribed by paragraph (a) of subclause (i), there will be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.

(c) A public holiday occurring on an ordinary working day will be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

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

(d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker will be paid one day's pay in addition to the weekly rate or if the employee so elects will have one day added to the period of annual leave.

(e) To the leave prescribed by paragraph (b) of subclause (i) there will be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the

case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph will apply to any public holiday falling during the period of annual leave.

(iii) For the purpose of this subclause the following are to be public holidays viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

(iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday will be regarded for all purposes of this clause as any other public holiday. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

(v) An employee will be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.

(vi) Annual leave will be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.

(vii)

(a) Annual leave will be given and will be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.

(b) Nothing in this subclause will prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.

(c) The employer should give each employee, where practicable, three months notice of the date upon which he or she will enter upon leave and in any event, such notice must not be less than 28 days.

(viii)

(a) Each employee before going on leave will be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.

(b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.

(c) An employee to whom paragraph (a) of subclause (i) applies will be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause will not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

(ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave will not be made or accepted in lieu of annual leave.

(x) Where the employment of an employee is terminated, the employee will be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause will not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

(a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes	Additional Annual Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

(b) An employee entitled to additional annual leave under subclauses 30(i)(a), 30(xi)(a) or 17(ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.

(c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause will not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

31. Annual Leave Loading

Employees will be paid an annual leave loading in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

32. Family and Community Services Leave and Personal/Carers' Leave

(i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.

(ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this award in accordance with Parts A, B and D of this clause.

(iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this award in accordance with Part C of this clause.

A. FACS Leave

(iv) FACS leave - general

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

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

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

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

(b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:

(1) to provide care and/or support for sick members of the employee's relatives or household; or

(2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or

(3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or

(4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

(v) FACS Leave replaces Compassionate Leave.

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

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

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence, of this award, will be governed by the provisions of that clause.

(vii) FACS leave - entitlement

(a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:

- 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or

- 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

(b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle will be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised will be on actual hours absent from the rostered shift.

(c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in paragraph (iv)(a) of this clause.

(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

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

B. Personal/Carer's Leave

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

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

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

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

(a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.

(b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support will be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.

(c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in paragraph (c) above.

(e) The employee must, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

(f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

(g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

(h) The employee should, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee may notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

(xii) Use of other leave entitlements

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

(a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

(b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;

(c) long service leave; or

(d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C. Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

(a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (iv)(a) of this clause.

(b) The employer and the employee should agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(xiv) Personal carers entitlement for casual employees

(a) Subject to the evidentiary and notice requirements in paragraphs (xi)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.

(b) The employer and the employee should agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be

available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

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

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

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in subclause (x) above.

(b) Overtime taken as time off during ordinary time will be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.

(c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.

(d) Where no election is made in accordance with paragraph (xv)(a) above, the employee will be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xvi) Use of make-up time

(a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this award, at the ordinary rate of pay.

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15, Penalty Rates for Shift Work and Weekend Work, of this award to the hours taken off.

33. Long Service Leave

(i)

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

Employees with at least seven years' service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

(b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she will be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

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

(ii) For the purposes of subclause (i) of this clause -

(a) "Service" will mean service:

(1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services; and

(2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014 (NSW), as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.

(b) Service will not include -

(1) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service will include any period of leave without pay not exceeding six months taken after 12 March 1975;

(2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).

(iii) An employee with an entitlement to long service leave, may elect to access their entitlement:

(a) on full pay, or

(b) on half pay, or

(c) on double pay.

(iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

(a) for each period of long service leave taken on full pay - the number of days so taken,

(b) for each period of long service leave taken on half pay - half the number of days so taken,

(c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.

(v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:

(a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.

(b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.

(c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.

(d) This subclause will apply to new periods of Long Service Leave taken after 23 February 2011.

(vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.

(vii) Long service leave will be taken at a time mutually arranged between the employer and employee.

(viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave will be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.

(ix) Full pay will mean the award salary without any deduction for accommodation and/or board; provided that an employer will be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.

(x)

(a) On the termination of employment of an employee otherwise than by his or her death, an employer will pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

(b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years' service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, will be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value will be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this subclause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)

(xi) An employee will be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.

(xii) All employees employed under Part I - Permanent Part-Time Employees of clause 29, Part-Time, Casual and Temporary Employees of this award, will have such service counted for accrual of long service leave entitlement after 30 June 1986. Such service will include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay will not be included for the purposes of the averaging calculation.

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

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

(a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;

(b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer will consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

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

(xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause will be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and will apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer will be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.

(xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:

(a) An employee who -

(i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or

(ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

will be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(b) An employee employed -

(i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act* 1955 (NSW), as provided for in subclause (x) of this clause;

(ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.

(xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of clause 29, Part Time, Casual, and Temporary Employees, are entitled to accrue long service leave under the provisions of the *Long Service Leave Act* 1955 (NSW), as amended, subject to meeting the provisions of that Act.

34. Maternity, Adoption and Parental Leave

(i) All eligible employees covered by this award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award (known as "old part time"), and casual employees.

(ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Chapter 2, Part 4, Parental Leave, of the *Industrial Relations Act* 1996 (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW), as amended or replaced from time to time.

(a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:

- the employee or employee's spouse is pregnant; or

- the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award are entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave of this clause.

(iii) Liability for Superannuation Contributions

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

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave -

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

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

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

(b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act* 1987 (NSW).

(ii) Portability of Service for Paid Maternity Leave -

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

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the government sector service as defined in the Government Sector Employment Act will be recognised, provided that:

(a) service was on a full-time or permanent part-time basis;

(b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;

(c) the employee commences duty with the new employer on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with the new employer provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave -

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

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

Paid maternity leave may be paid:

- on a normal fortnightly basis; or

- in advance in a lump sum; or

- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

(a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

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

(v) Applications -

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

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

(vi) Variation after Commencement of Leave -

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

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

(vii) Staffing Provisions -

In accordance with obligations established by the Section 69 of the *Industrial Relations Act* 1996 (NSW), any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

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

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service, the period of maternity leave without pay will count as service provided such leave does not exceed six months.

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

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

(ix) Illness Associated with Pregnancy -

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

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

(x) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act* 1996 (NSW). A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages -

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

(xii) Stillbirth -

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

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

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

(xiv) Right to Return to Previous Position -

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act* 1996 (NSW) an employee returning from maternity leave has the right to resume her former position.

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

(xv) Further Pregnancy While on Maternity Leave -

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

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

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

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

B. Adoption Leave

(i) Eligibility -

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

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

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

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

(b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act* 1987 (NSW).

(ii) Entitlement -

(a) Paid Adoption Leave -

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

Paid adoption leave may be paid: -
- on a normal fortnightly basis; or

- in advance in a lump sum; or

- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

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

(iv) Variation after Commencement of Leave -

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

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

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

As per maternity leave conditions.

(viii) Right to return to previous position -

As per maternity leave conditions.

C. Parental Leave -

(i) Eligibility

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

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

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

(b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act* 1987 (NSW).

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

(a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and

(b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).

(c) The entitlement of one weeks' paid leave may be taken at any time within the 52 week period and will be paid:

- at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or

- two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

(d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

(iv) Applications

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

(a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

(b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations

of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.

(c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

(d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:

(i) if applicable, the period of any maternity leave sought or taken by his spouse, and
(ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

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

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

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

D. Right to Request

(i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:

(a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;

(b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;

(c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) The employee's request and the employer's decision made under paragraph (i)(b) and (c) must be recorded in writing.

(iv) Where an employee wishes to make a request under paragraph (i)(c):

(a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work

(b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.

(c) all requests are to be considered having regard to the terms of NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

(d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.

(e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing the leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing leave.

(ii) The employee must take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee must also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause (i).

F. Commonwealth Paid Parental Leave (CPPL)

(i) From 1 January 2011 the CPPL scheme may be available to eligible employees.

(ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

35. Military Leave

Employees will be granted military leave in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women will be granted repatriation leave in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

37. Sick Leave

(i) Subject to the following limitation and conditions an employee will be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:

(a) An employee will not be entitled to sick leave until after three months continuous service.

(b) An employee will not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer will pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

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

(c) All periods of sickness will be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

(d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.

(e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, i.e. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time).

(ii) The employer must not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.

(iii) For the purpose of this clause "Service" means service in the industry of nursing.

(iv) For the purpose of this clause continuity of service in the industry of nursing will not be broken by:

(a) absences from such industry on account of illness;

(b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;

(c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee will be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;

(d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;

(e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence will not be counted as service for the purpose of calculating sick leave.

(v) Part Time Employees: a part time employee will be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements will be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, will count for the purpose of this subclause.

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

(vii) In addition to the sick leave prescribed in subclause (i) of this clause, Flight Nurses will be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave will not accumulate from year to year.

38. Accommodation and Board

(i) The employer will where practicable provide for the use of employees who live in:

(a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which will comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it will not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.

(b) Employees other than Directors of Nursing:

(1) Dining facilities suitable to the reasonable needs of the nursing staff.

(2) A lounge room suitable to the reasonable needs of the staff.

(3) A study for student nurses; provided that this provision will apply only to public hospitals which are registered training schools.

(4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.

(5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.

(6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.

(7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.

(8) A separate bedroom of such dimensions as to provide a floor area of not less than nine square metres and which contains suitable floor coverings and a bedside lamp and fittings and will be provided with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.

(9) Where it is necessary for 2 or more employees to sleep in a bedroom twenty-one cubic meters of space will be provided for each employee. Such bedroom will contain suitable floor coverings and for each employee the employer will provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.

(10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision will be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision will not apply in a public hospital in which the normal number of nursing staff is less than 12.

(11) Adequate heating suitable to the reasonable needs of the staff present will be provided in the lounge room during the wintertime.

(ii) The employer will provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.

(iii) The following deductions from salary will be made by an employer for accommodation:

(a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.

(b) Directors of Nursing provided with a self-contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.

(iv) An employer will provide for employees who live in: full board of 21 meals per week and the meals will consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season; and, in addition the employer will provide: tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.

(v)

(a) The employer will provide for the use of employees who live out:

(1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision will not apply to a public hospital the registered number of beds of which is less than 9;

(2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;

(b) An employer will provide for an employee who lives out: tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof; and will provide also for such an employee who requires them: meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals will be as set in Item 17 of Table 2 of Part B.

(vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

(vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she will be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

39. Grading Committee

A Committee consisting of two representatives of the employer and two representatives of the Association will be constituted to consider and make recommendations to the employer in relation to:

(a) any request or proposal to establish or alter the grading of positions covered by this award;

(b) the date of effect of any grading recommended.

Provided that:

(i) an employee will, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;

(i) the Committee should not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and

(iii) where a retrospective date of effect is recommended, such date should not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

40. Grading of Nurse/Midwife Manager Positions

(i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions, of this award will be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.

(ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.

(iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.

(iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.

(v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she will retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.

(vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

41. Deputy Directors of Nursing, Assistant Directors of Nursing

(i) The following appointments will be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:

Less than 150 beds	-	a Deputy Director of Nursing
150 beds and over	-	a Deputy Director of Nursing, Assistant Directors of Nursing.

(ii) Appointments under subclause (i) of this clause will be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, will be deemed to be appointed until such time as another appointment is made by the employer.

(iii) This clause will not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

42. Proportion

Except in cases of emergency, not more than four enrolled nurses and/or assistants in nursing to each registered nurse will be employed in a public hospital, and for this purpose a Director of Nursing will count.

43. Medical Examination of Nurses

See NSW Health Policy Directives PD2023_006 Leave Matters for the NSW Health Service and PD2017_040 Recruitment and Selection of Staff to the NSW Health Service, as amended from time to time.

44. Domestic Work

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

45. Termination of Employment

(i) Except for misconduct justifying summary dismissal, the services of an employee may be terminated only by fourteen days' notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days' notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.

(ii) No employee will, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a Director of Nursing, twenty eight days' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances will the employee forfeit more than fourteen days' pay at the rate prescribed for his or her classification by clause 9, Salaries.

(iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will be paid for such accrued time at ordinary rate of pay upon termination.

(iv) Upon the termination of the services of an employee, the employer must provide the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.

(v) This clause does not preclude an employee receiving any greater period of notice of termination to which they might be entitled under s117 of the *Fair Work Act* 2009 (Cth), as amended or replaced from time to time.

46. Labour Flexibility

(i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.

(ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.

(iii) Any direction issued by an employer pursuant to subclause (i) and (ii) must be consistent with the employer's responsibilities to provide a safe and healthy working environment.

(iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances will apply in such circumstances.

47. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996 (NSW) and Part 7 of the *Work Health and Safety Act* 2011 (NSW), as amended or replaced from time to time.

48. Disputes

(i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.

(ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).

(iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.

(iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.

(v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act* 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.

(vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

(vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, 'status quo' means the work procedures and practices in place:

(a) immediately before the issue arose; or

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

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

(viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.

(ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

49. Anti-Discrimination

(i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act* 1996, as amended or replaced from time to time, to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

(ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the

fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

(iii) Under the *Anti-Discrimination Act* 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(iv) Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation:

(b) offering or providing junior rates of pay to persons under 21 years of age;

(c) any act or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti-Discrimination Act* 1977 (NSW);

(d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

(v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act* 1977 (NSW) provides:

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

50. Exemption

This award will not apply to -

(i) members, novices or aspirants of religious orders in public hospitals;

(ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

51. Salary Packaging

(i) By agreement with their employer, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Health Policy Directive PD2018_044 Salary Packaging, as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in subclause (iv) below.

(ii) Where an employee elects to package an amount of salary:

(a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.

(b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.

(c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, will mean the award salary as specified in clause 9, Salaries, and which will include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.

(iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

(iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of $17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of $17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of $17,000 but, will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits are deducted from the pre-tax dollars.

(v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.

(vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.

(vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer will not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.

(viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

(ix) The employer and the employee will comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging and relevant Procedure Manual, as amended from time to time.

52. Deduction of Union Membership Fees

(i) The union must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

(ii) The union must advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable must be provided to the employer at least one month in advance of the variation taking effect.

(iii) Subject to (i) and (ii) above, the employer will deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

(iv) Monies so deducted from employees' pay will be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" will be defined as monthly except where the practice and protocol of an employer as at March 2002 was fortnightly.

(v) Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis.

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

53. Staffing Arrangements

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

(ii) The employer has a responsibility to provide reasonable workloads for nurses.

(iii) Principles

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

(a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.

(b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.

(c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.

(d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client will be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.

(e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.

(f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.

(g) An employee will not be required to work an unreasonable amount of overtime.

(h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.

(i) Existing minimum staffing levels to ensure safe systems of work and patient safety will continue to apply.

(j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

(iv) Staffing and Specialties

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

SECTION I: REPLACEMENT OF ABSENCES

(a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.

(b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.

(c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.

(d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

SECTION II: NURSING HOURS WARDS AND UNITS

(a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.

(b) General inpatient wards do not include:

1. All Types of Critical Care Units:

   - Intensive Care Units
   - High Dependency Units
   - Coronary Care Units
   - Burns Units
   - Neo-natal Intensive Care Units

2. Day Only Wards

3. Day of Surgery Wards

4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc.)

5. Paediatrics

6. Drug & Alcohol

7. All Midwifery Services:

   - Antenatal
   - Post Natal, Nurseries
   - Delivery & Birthing Suites

8. 23 Hour Wards

9. Fast track wards

10. Transition Wards (slow stream)
11. Medical/Surgical Assessment Units (MAU & SAU)

12. Medical/Surgical Acute Care Units (MACU & SACU)

13. Wards/Units attached to Emergency Departments:

- Psychiatric Emergency Care Centres (PECC)
- Observation wards
- Emergency Medical Units (EMUs)

(c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.

(d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A1 and A3 facilities, being Principal Referral Hospitals and Ungrouped Acute Tertiary Referral Hospitals, accounted for over the period of a week.

(e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Hospitals Group 1 and Group 2, accounted for over the period of a week. General inpatient wards in Peer Group B facilities will move to 6.0 NHPPD by 30 June 2023 in accordance with a timetable, determined by the Ministry and provided to the Association once determined.

(f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week. General inpatient wards in certain Peer Group C facilities will move to 6.0 NHPPD by 30 June 2023, in accordance with a timetable, determined by the Ministry and provided to the Association once determined.

(g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.

(h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.

(i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.

(j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week. Inpatient adult acute mental wards in certain specialised mental health facilities will move to 6.0 NHPPD by 30 June 2023, in accordance with a timetable, determined by the Ministry and provided to the Association once determined.

(k) At the time the new staffing levels referred to in Section II, subclauses (d) to (j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.

(l) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:

1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

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

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

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

Example Table 2

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

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

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

(m) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.

(n) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the number of patients. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.

(o) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.

(p) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week

(q) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:

1. deployment of nurses from other wards/units;
2. additional hours for part time staff;
3. engagement of casual/agency nursing staff;
4. overtime;
5. prioritisation of nursing activities on the ward/unit;
6. reallocation of patients.

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

(r) Spot Check

1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.

2. At any time, a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.

3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.

4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.

5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.

6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.

7. The outcome of the spot check will be made available to the Reasonable Workload Committee.

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

1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

   (24 + 25 + 25 + 25 + 23 + 22 + 24) ÷ 7 = 24 (Number of patients)

2. Then take the applicable NHPPD figure (e.g. 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above e.g. 24.

3. In this example, 6 x 7 x 24 = 1,008 nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.

4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.

5. The spot check would require the completion of this calculation for four consecutive weeks.

(t) Annual Leave relief

1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

(u) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS

(a) The following provisions will apply to hospitals designated Peer Group D1 Community Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Service facilities with community inpatient acute beds and a level 2 or above emergency department function:

(1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.

(b) The parties recognise that where implementation of the provisions at (a)(1) above requires a change in the classification mix this will be achieved progressively from the date of this award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

SECTION IV: PERIOPERATIVE SERVICES

(a) ACORN 2008 standards will apply, in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:

1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and

2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

SECTION V: MATERNITY SERVICES

(a) The Association and the Ministry have agreed that the Birth rate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services.

SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS

(a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.

(b) For the purpose of this subclause inpatient mental health units include but are not limited to:

1. Forensic Units;
2. Child & Adolescent Units;
3. Older Adult;
4. Psychiatric Emergency Care Centres (PECC);
5. Rehabilitation;
6. Extended Care Units;
7. Mental Health Intensive Care Units

(c) When determining the nursing FTE the following should be considered:

1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;

2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;

3. Categories:

   - The number of inpatients requiring 1 staff or more to 1 patient;
   - The number of inpatients requiring close observation;
   - The number of inpatients assessed requiring sighting at regular intervals;
   - The number of inpatients nearer to going home.

4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;

5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);

6. Level of vulnerability/potential of exploitation from others (such as sexual safety, financial exploitation);

7. Age of patient and co-morbidities;

8. Patients with a dual diagnosis;

9. Type of facility and unit (e.g. Closed/Open Units);
10. Design of unit;

11. Number of beds available;

12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:

    (i) The available level of support staff (e.g. ward clerks, medical officers, patient support officers, allied health staff);

    (ii) Teaching and research activities;

    (iii) Provision of nurse escorts;

    (iv) Ward geography; and

    (v) Data entry/documentation including MH-OAT.

(d) When determining the nursing FTE required for leave relief:

1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.

2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.

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

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

(e) General

1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.

2. Consideration should be given to the evolution of future clinical roles in nursing.

3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.

4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS

(a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.

(b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) will be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.

(c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the

year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.

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

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

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

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

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

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

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

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

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

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

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

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

(l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.

(m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.

(n) Nursing hours utilised in carrying out non clinically related activities e.g. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.

(o) This list indicates minimum requirements only.

SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS

(a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).

(b) When determining the nursing FTE required:

1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.

2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.

3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.

(c) When determining the nursing FTE required for leave relief:

1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.

2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.

3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.

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

(d) General

1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week

2. There is to be an identified triage nurse on every shift.

3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.

4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.

5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.

6. This list indicates minimum requirements only.

(e) Provision of designated nurses for the resuscitation area.

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

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

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

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

SECTION IX: HOSPITAL LISTINGS

(a) The Ministry will publish on its website the following lists, updated annually:

1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;

2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;

3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.

(v) Role of Reasonable Workload Committees

(a) Reasonable Workload Committees will be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.

(b) The committees by their operation will not alter the rights and obligations of management to decide nursing workload matters.

(c) Public hospitals, mental health facilities and multi-purpose sites will monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

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

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

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

(vi) Structure of Reasonable Workload Committees

(a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee will be established for the relevant public hospital or public health organisation. Such requests will be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.

(b) Upon request by the Association or an employer a reasonable workload committee will also be established for the relevant Local Health District or Statutory Health Corporation.

(c) Each Reasonable Workload Committee will comprise equal representation of employees and the employer. Employee representation will be determined by the Association. Employer representation will be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour will be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.

(d) The committees will meet with a frequency determined by each committee, having regard to issues and information to hand.

(e) The committee members and the parties they represent will make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort will also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent will make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.

(f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time will be deemed to be time on duty and remunerated accordingly. Wherever possible, this time should occur during the ordinary hours of work.

(vii) Grievances in relation to workload

(a) Notwithstanding the provisions specified in subclauses (ii) to (iii) of clause 48, Disputes, in this award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.

(b) A grievance in relation to such matter will first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).

(c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.

(d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under paragraph (v)(b).

(e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of subclauses (iv) to (ix) of clause 48, Disputes, in this award.

54. Trade Union Activities

A. Trade Union Activities regarded as On-Duty

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

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

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

(i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act* 2011 (NSW), as amended or replaced from time to time;

(ii) Attendance at meetings with workplace management or workplace management representatives;

(iii) A reasonable period of preparation time, before:

(a) meetings with management;

(b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and

(c) any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time.

(iv) Giving evidence in court on behalf of the employer;

(v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association will have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union’s presentation and associated literature will also be included; and

(vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

B. Trade Union Leave Activities

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

(i) annual or biennial conferences of the Association;

(ii) meetings of the Association's Executive, or Councils;

(iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;

(iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;

(v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;

(vi) giving evidence before an Industrial Tribunal as a witness for the Association;

(vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

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

(i) accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which paid trade union leave for such courses will be granted will be negotiated between the Chief Executive and the Association.

(ii) courses organised and conducted by the Australian Council of Trade Unions or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

(a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;

(b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;

(c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;

(d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

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

(i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:

(a) as an Executive Member; or

(b) a member of a Federal Council; or

(c) as a member of a vocational or industry committee.

(ii) briefing counsel on behalf of the Association;

(iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

(iv) country tours undertaken by a member of the executive or Council of the Association;

(v) taking up of full time duties with the Association (excluding Elected Office);

(vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:

(a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;

(b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;

(c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.

(vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.

(viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association will approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

(ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

The Chief Executive or their nominee must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

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

(i) telephone, facsimile and, where available, email facilities;

(ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

(iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

(i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

(ii) participate in the workplace consultative processes, as appropriate;

(iii) follow the dispute settling procedure applicable in the workplace;

(iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

(v) account for all time spent on authorised Association business;

(vi) when trade union leave is required, to apply for that leave in advance;

(vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and

(viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

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

(i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

(ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;

(iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;

(iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

(v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;

(vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

(vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this award the responsibilities of the workplace management are to:

(i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

(ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

(iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

(iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

(v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;

(vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

(vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

(viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

(i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

(ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20, Mobility, Excess Fares and Travelling, of this award and relevant Circulars.

(iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this award.

(iv) The "on loan" arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the employer by the Association or the staff member.

55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

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

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

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

(ii) General

(a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.

(b) The Secretary of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.

(c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.

(d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.

(e) Nurses wishing to attend a part time postgraduate course of study who are working shift work are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.

(f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

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

(b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) Types and amount of leave

(a) Seminars, conferences and short courses

(1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.

(2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

(b) Tertiary Study

(1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.

(2) Leave is not to be approved for failed or repeated subjects.

(c) Face to face

(1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.

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

(d) Distance Education

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

(e) Accrual of leave

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

(f) Residentials

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

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

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

(v) Payment for Leave

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

56. Career Break Scheme

(i) The career break scheme allows employees to defer twenty percent of their salary for four years and be paid this deferred salary in the fifth year.

(ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

(iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four

years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.

(iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation.

(v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.

(vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.

(vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.

(viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.

(ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.

(x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.

(xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.

(xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.

(xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.

(xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump

sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

(xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.

(xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer and will be paid all monies in the trust account.

(xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.

(xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.

(xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.

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

(xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

57. Supernumerary Time for New Graduates

(i) Newly graduated Registered Nurses, Midwives and Enrolled Nurses will be provided with a minimum of five days of clinical supernumerary time within their first 12 months of employment to support their learning and development needs.

58. Commitments During Term of This Award

(i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:

(a) better demand management though Medical Assessment Units, Community Service Packages, and Community Acute/Post-Acute Care;

(b) improved Severe Chronic Disease Management (SCDM);

(c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;

(d) enhanced Healthcare Associated Infections (HAI) control;

(e) improved clinical hand-over procedures;
(f) reduction in medication errors;

(g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;

(h) improved Nursing/Midwifery Unit Manager capabilities;

(i) improved Drug & Alcohol Consultation liaison;

(j) improved Management of Patient Deterioration;

(k) management of ambulatory care sensitive conditions;

(l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and

(m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.

(ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:

(a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;

(b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;

(c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;

(d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;

(e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and

(f) operationalising Supervision for Safety principles within existing staffing.

(iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

59. Area, Incidence and Duration

(i) This award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2022 published 20 January 2023 (393 I.G. 1251) and all variations thereof.

(ii) This award will apply to persons engaged in the industry of nursing.

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

(iv) This award commences on and from 1 July 2023. It will remain in force until 30 June 2025.

(v) The increases shown in the Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2023 and 1 July 2024, respectively.

SCHEDULE A

PART B

MONETARY RATES

Table 1 - Salaries

Description	FFPPCOOA 01/07/2023 Per week $	FFPPCOOA 01/07/2024 Per week $
Assistants in Nursing / Midwifery		
1st Year	964.70	993.60
2nd Year	995.40	1025.30
3rd Year	1026.70	1057.50
4th Year and Thereafter	1058.40	1090.20
Enrolled Nurse Without Medication Qualification		
1st Year	1183.90	1219.40
2nd Year	1209.90	1246.20
3rd Year	1235.60	1272.70
4th Year	1261.90	1299.80
5th Year and Thereafter	1288.60	1327.30
Special Grade >08/12/1999	1328.70	1368.60
Enrolled Nurse		
1st Year	1209.90	1246.20
2nd Year	1235.60	1272.70
3rd Year	1261.90	1299.80
4th Year	1288.60	1327.30
5th Year and Thereafter	1314.70	1354.10
Special Grade	1354.90	1395.50
Registered Nurse / Midwife		
1st Year	1342.50	1382.80
2nd Year	1415.30	1457.80
3rd Year	1488.40	1533.10
4th Year	1566.80	1613.80
5th Year	1644.60	1693.90
6th Year	1721.90	1773.60
7th Year	1810.50	1864.80
8th Year and Thereafter	1884.90	1941.40
Clinical Nurse Specialist		
Clinical Nurse / Midwife Specialist		
Grade 1 - 1st Year and Thereafter	1961.50	2020.30
Grade 2 - 1st Year	2107.10	2170.30
Grade 2 - 2nd Year and Thereafter	2176.30	2241.60
Clinical Nurse / Midwife Consultant		
Appointed prior to 31.12.99	2412.10	2484.50
Grade 1 - 1st Year >31.12.99	2357.90	2428.60
Grade 1 – 2nd Year >31.12.99	2406.10	2478.30
Grade 2 - 1st Year >31.12.99	2453.70	2527.30
Grade 2 - 2nd Year >31.12.99	2502.60	2577.70
Grade 3 - 1st Year >31.12.99	2598.60	2676.60
Grade 3 - 2nd Year >31.12.99	2646.90	2726.30
Clinical Nurse / Midwife Educator		
Year 1	2040.90	2102.10
Year 2 and Thereafter	2107.10	2170.30
Nurse / Midwife Educator		
4th Year as at 1/7/08	2412.10	2484.50
Grade 1 - 1st Year	2292.50	2361.30

Grade 1 - 2nd Year and Thereafter	2357.90	2428.60
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Nurse / Midwife Practitioner		
1st Year	2598.60	2676.60
2nd Year	2646.90	2726.30
3rd Year	2714.50	2795.90
4th Year	2782.40	2865.90
Nursing / Midwifery Unit Manager		
Level 1	2364.80	2435.70
Level 2	2476.80	2551.10
Level 3	2543.40	2619.70
Nurse / Midwife Manager		
Grade 1 - 1st Year	2357.90	2428.60
Grade 1 - 2nd Year and Thereafter	2406.10	2478.30
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Grade 4 - 1st Year	2743.00	2825.30
Grade 4 - 2nd Year and Thereafter	2791.20	2874.90
Grade 5 - 1st Year	2886.70	2973.30
Grade 5 - 2nd Year and Thereafter	2935.60	3023.70
Grade 6 - 1st Year	3031.80	3122.80
Grade 6 - 2nd Year and Thereafter	3080.40	3172.80
Grade 7 - 1st Year	3271.90	3370.10
Grade 7 - 2nd Year and Thereafter	3320.70	3420.30
Grade 8 - 1st Year	3513.30	3618.70
Grade 8 - 2nd Year and Thereafter	3561.20	3668.00
Grade 9 - 1st Year	3753.50	3866.10
Grade 9 - 2nd Year and Thereafter	3801.90	3916.00
Registered Mothercraft Nurse		
9th Year	1599.70	1647.70
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.		
Registered Nurse - Pre Registration		
1st Year and Thereafter	1157.50	1192.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	FFPPCOOA 01/07/2023 $	FFPPCOOA 01/07/2024 $
		In charge of hospital		
1	12(i)(a)	RN in charge of hospital - per shift	38.39	39.54
		On Call		
2	12(ii)(a)	On Call Allowance - per hour	4.20	4.33
2	12(ii)(a)	On Call Allowance minimum payment	33.60	34.64
3	12(ii)(b)	On Call Allowance on RDO - per hour	8.38	8.63
3	12(ii)(b)	On Call Allowance on RDO minimum payment	67.04	69.04
4	12(ii)(c)	On call during meal break - per break	16.52	17.02

		Radiographic		
5	12(iii)(a)	Director of Nursing performing radiographic duties - per week	46.82	48.22
6	12(iii)(c)	Employee in absence of DON - per day	9.37	9.65
6	12(iii)(c)	Maximum payment - per week	46.86	48.27
7	12(iv)	Employee wearing lead apron - per hour	2.33	2.40
		In Charge of Ward/Hospital		
8	12(v)(a) & (b)	RN in charge of ward - per shift	38.39	39.54
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	57.57	59.30
9(b)	12(ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	73.59	75.80
		Climatic/Isolation		
10	14(i)	Climatic Allowance - per week	4.54	4.70
10	14(ii)	Isolation Allowance - per week	8.90	9.22
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	39.98	41.42
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	17.42	18.05
		Justice Health		
11a	17(iii)	Justice Health Service Environmental Allowance - per annum	3366	3467
11b	17(iv)	Justice Health Service Productivity Allowance - per week	82.99	85.48
		Excess Fares		
12	20(iv)(b)	Excess Fares - per day	6.27	6.50
		Uniform and Laundry Allowance		
13	23(iii)(a)	Uniform Allowance - per week	8.99	9.31
13	23(iii)(a)	Shoes Allowance - per week	2.78	2.88
13	23(iii)(a)	Uniform (including shoes allowance) - per week	11.77	12.19
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	2.70	2.80
14	23(iv)	Laundry Allowance - per week	7.49	7.76
		Accommodation and Board Deductions		
15	38(iii)(a)	Separate bedroom - per week	80.37	82.78
15	38(iii)(b)	Self-contained flat - per week	97.93	100.87
16	38(iv)	Deduction for meals - per week	173.48	178.68
17	38(v)(b)	Breakfast - per meal	5.86	6.04
17	38(v)(b)	Other meals - per meal	10.68	11.00
		CSSD		
18	12(viii)	EN employed in CSSD unit with CSSD Cert - per week	18.20	18.75
		Flight Nurses		
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	18.58	19.14
		Continuing Education Allowance (CEA)		
20	13(ii)	CEA - Post Registration Hospital Certificate - per week	44.70	46.00
21	13(iii)	CEA - Post Graduate Certificate - per week	44.70	46.00
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	67.20	69.20
23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	80.70	83.10
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	32.20	33.20
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	40.50	41.70

SCHEDULE 1: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

(a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;

(b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position)

Grade 2

(a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;

(b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;

(c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

(a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators will not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);

(b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);

(c) is responsible for the management of nursing services in a small health facility or hospital;

(d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA;

(e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

(a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);

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

(c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

(a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);

(b) co-ordinates and manages a complex nurse education function;

(c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA;

(d) is responsible for management of nursing services in a medium sized health facility or hospital;

Grade 6

(a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA;

(b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;

(c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;

(d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;

(e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

(a) is responsible for the management of nursing services in a complex hospital;

(b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;

(c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

Grade 8

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

Grade 9

(a) is the Local Health District Director of Nursing Services in a rural Local Health District;

(b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the Implementation of organisational change.	Ability to effectively allocate and manage resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendation
Grade 7		Ability to represent the nursing service in a range of including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation .	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

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

SCHEDULE 2

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

Clinical Speciality	Course	Institution
Cardiology/Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
	Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne
	Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand
	Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.
		Groby Road Hospital, Leicester, U.K.
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
		Waikato Hospital, New Zealand
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept.
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital

		St Vincent's, Melbourne
		Canberra Hospital
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
Mental Health	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
Midwifery	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical/Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry/Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
Occupational Health	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital Darlinghurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital,
	Operating Room Technique and Management	Melbourne Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne

	Operating Theatre Techniques Certificate	Royal Melbourne Hospital
		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K. Wexham Park Hospital, Slough, Berkshire, U.K. Lewisham School of Nursing, London Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
Orthopaedics	Certificate in Orthopaedic Nursing	Moorefields Hospital, London Royal National Orthopaedic Hospital, London and Stanmore, Middlesex Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K. Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
		Basingstoke North Hampshire Health Authority, U.K.
	Orthopaedic Nursing Course	Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
	Renal Nursing Course	The London Hospital
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

SCHEDULE 3

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

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