DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Victorian Hospitals' Industrial Association
(AG2024/3737)

NURSES AND MIDWIVES (VICTORIAN PUBLIC SECTOR) SINGLE INTEREST EMPLOYER AGREEMENT 2024-2028

Health and welfare services

DEPUTY PRESIDENT O'NEILL MELBOURNE, 8 NOVEMBER 2024

Application for approval of the Nurses and Midwives (Victorian Public Sector) Single Interest Employer Agreement 2024-2028

[1] An application has been made for approval of an enterprise agreement known as the *Nurses and Midwives (Victorian Public Sector) Single Interest Employer Agreement 2024-2028* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Victorian Hospitals' Industrial Association. The Agreement is a multi-enterprise agreement. I note that a Single Interest Employer Order was issued by Deputy President Hampton on 6 March 2024.[1]

[2] Rule 32(3) of the *Fair Work Commission Rules 2024* (Cth) (the Rules) states that if an application is made under s.185 of the Act for approval of an enterprise agreement that is not a greenfields agreement, each employer that is to be covered by the agreement must lodge a declaration in support of the application for approval, within 14 days after the agreement is made. The Applicant has only filed one form F17 on behalf of the employers. However, noting that they are single interest employers, I dispense with compliance with rule 32(3) of the Rules.

[3] Four employers did not provide the Notice of Employee Representational Rights (the NERR) within 14 days after the date of notification. Pursuant to s.188(5), I am satisfied that the agreement would have been genuinely agreed to but for the minor procedural error made in relation to the requirement in s.173(3) of the Act. I am satisfied that the employees covered by the agreement were not likely to have been disadvantaged by the error. As a result, I am satisfied that the Agreement has been genuinely agreed within the meaning of s.188(5) of the Act.

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

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[1] *Victorian Hospitals' Industrial Association v Australian Nursing and Midwifery Federation (ANMF) and Health Services Union (HSU)* [2024] FWC 482, PR771708; PR771706.

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

[6] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 12.3(e) – Rejecting a Comparable Role;
- Clause 12.8 – Exception to application of Victorian Government's policy with respect to severance pay;
- Clause 57.1(a) – Entitlement to Annual Leave;
- Clause 61.6(b) – Notice requirements; and
- Clause 64.2 – Definition of Family and Domestic Violence.

However, noting clause 6.3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 November 2024. The nominal expiry date of the Agreement is 30 April 2028.

DEPUTY PRESIDENT

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NURSES AND MIDWIVES (VICTORIAN PUBLIC SECTOR) SINGLE INTEREST EMPLOYER AGREEMENT 2024-2028

PART A - PRELIMINARY

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This Agreement will be known as the Nurses and Midwives (Victorian Public Sector) Single Interest Employer Agreement 2024-2028.

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4. Definitions

4.1 In this Agreement except where the context requires otherwise:

(a) **2016 Agreement** means the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2016-2020.

(b) **2020 Agreement** means the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024.

(c) **Act** means the *Fair Work Act 2009* (Cth).

(d) **ADO** means an accrued day off as defined by clause 43.1.

(e) **Adoption** includes the placement of a Child (as defined in clause 68 (Parental Leave)) by permanent care order and includes kinship care where it is comparable to adoption, having regard for all the circumstances.

(f) **Allowable Period of Absence** means five weeks in addition to the total period of paid annual, long service or personal leave which the Employee actually receives on termination or for which they are paid in lieu.

(g) **ANMF** means the Australian Nursing and Midwifery Federation.

(h) **AMUM** means an Employee who is a Registered Midwife appointed as an Associate Midwife Unit Manager and who, within the guidelines and practices established by the Midwife Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Midwife Unit Manager when required within these limits.

(i) **ANUM** means an Employee who is a Registered Nurse appointed as an Associate Nurse Unit Manager and who, within the guidelines and practices established by the Nurse Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Nurse Unit Manager when required within these limits.

(j) **Bank Employee** means a directly employed casual Employee who is engaged in relieving work of a casual nature.

(k) **Campus** means a site operated by an Employer that provides day procedure surgery or multi-day inpatient services or residential aged care but excludes:

(i) a site that is a Community Health Centre;

(ii) a site where the only service is Aged Care beds that do not meet the definition of High Care beds under the Safe Patient Care Act;

(iii) Dental Health Services Victoria;

(iv) Private residences; and

(v) a Campus during any period of a formal written Agreement signed by the ANMF Branch Secretary and the Employer made after 24 August 2020 and before 1 July 2021 specifying that the Campus is excluded from the operation of this clause,

provided that a satellite service co-located on a Campus controlled by another Employer is not a separate Campus for the purposes of this Agreement.

For reference, a list of Campuses as at the date of this Agreement is at Appendix 8.

(l) **Commission** means the Fair Work Commission or any successor body.

(m) **Deputy DON** means an Employee who is a Registered Nurse appointed as the Deputy Director of Nursing and who deputises for the DON and assists in nursing administration.

(n) **DOH** means the Victorian Department of Health or any successor department.

(o) **DOM** means a Director of Midwifery. The Director of Midwifery is an Employee who is a Registered Midwife appointed as the senior midwifery executive officer, however styled, and who is responsible for the maternity service/division.

(p) **DON** means the Director of Nursing. The Director of Nursing is an Employee who is a Registered Nurse appointed as the principal nursing executive officer, however styled, and who is responsible for the nursing service and any other service (including the training of nurses).

(q) **Early Parenting Centre** (formerly known as Babies' Homes) means a centre that provides help and support for families with children 0 to 3 years who have difficulties adjusting to, or establishing, feeding and other early childhood routines. Early Parenting Centres covered by this Agreement are Tweddle Child and Family Health Services, The Queen Elizabeth Centre, the O'Connell Family Centre and any other Early Parenting Centre operated by an Employer during the life of this Agreement.

(r) **EFT** means equivalent full-time Employee.

(s) **Employee** means a Registered Nurse, Registered Midwife, Enrolled Nurse, Registered Undergraduate Student of Nursing, Registered Undergraduate Student of Midwifery or Registered Enrolled Nurse Student as described in clause 106 or Trainee Enrolled Nurse as described in clause 94 employed by an Employer covered by this Agreement.

(t) **Employer** means any of the health sector agencies listed in Appendix 1.

(u) **Enrolled Nurse** means a person registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* and includes a person:

(i) registered in Division 2 Enrolled Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioner Regulation National Law Act 2009* with a standard condition "may practise only in the area of mothercraft nursing"; or

(ii) with an equivalent qualification and role as described in subclause 4.1(u)(i) above, including an early parenting practitioner employed in an Early Parenting Centre who is not a nurse,

but excludes a person employed solely or predominantly in the provision of Public Mental Health Services.

In this Agreement, '**employed solely or predominantly in the provision of Public Mental Health Services**', refers to the service, department, unit or program of the Employer rather than the duties of the individual Employee.

Example: A Registered or Enrolled Nurse who works in an ED Hub in an Emergency Department providing treatment for people that present with mental health and alcohol and other drug issues is covered by this Agreement given the work of the relevant department as a whole.

(v) **EO Act** means the *Equal Opportunity Act 2010* (Vic).

(w) **Experience** means paid service whether in Australia or internationally as a registered nurse, registered midwife or enrolled nurse, following registration by the professional registration body, in a Level in which the Employee is, or is about to be, employed except:

(i) where an IQNM is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;

(ii) where an IQNM is granted registration subject to successful completion of a bridging program previous experience will not be counted;

(iii) where an IQNM is required by the Australian professional registration body to undertake an outcome-based assessment (**OBA**) previous experience will not be counted.

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

(y) **FW Regulations** means the *Fair Work Regulations 2009* (Cth) as amended or replaced from time to time.

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

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

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

(cc) **Immediate family** means:

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

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

(dd) **IQNM** means an Internationally Qualified Nurse or Midwife.

(ee) **Kin** of a person is another person who is related to the first person according to Aboriginal or Torres Strait Islander kinship rules and kinship has a corresponding meaning.

(ff) **Level** for the purposes of this clause 4 means a role in which the weekly salary in Schedule 2 for that role is at least equal to or comparable to the weekly salary

in Schedule 2 for the position in which the Employee is, or is about to be, employed.

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

(hh) **MUM** means an Employee who is a Registered Midwife appointed as a Midwife Unit Manager in charge of a maternity ward or unit and who is classified at the Nurse Manager grade of NM 2, 3 or 4 in accordance with clause 84.4.

(ii) **NUM** means an Employee who is a Registered Nurse appointed as a Nurse Unit Manager in charge of a ward or unit and who is classified at the Nurse Manager grade of NM 2, 3 or 4 in accordance with clause 84.4.

(jj) **Nurse** means a Registered Nurse or Enrolled Nurse.

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

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

(mm) **Public Mental Health Services** means mental health services delivered on a service, department, unit or program level and operated by an employer covered by the Victorian Public Mental Health Services Enterprise Agreement 2016-2020 (or its successor).

(nn) **Pool Employee** means a class of non-casual Employees who agree to be available for deployment across all or part of a Health Service.

(oo) **Registered Health Practitioner** means an individual who is registered under the Health Practitioner Regulation National Law (as in force in the applicable State or Territory) to practise a health profession, other than as a student.

(pp) **Registered Nurse** means a person registered in Division 1 Registered Nurses of the Register of Nurses of the Nursing and Midwifery Board of Australia established by the *Health Practitioners Regulation National Law Act 2009* but excludes a person employed solely or predominantly in the provision of Public Mental Health Services.

In this Agreement, '**employed solely or predominantly in the provision of Public Mental Health Services**', refers to the service, department, unit or program of the Employer rather than the duties of the individual Employee.

Example: A Registered or Enrolled Nurse who works in an ED Hub in an Emergency Department providing treatment for people that present with mental health and alcohol and other drug issues is covered by this Agreement given the work of the relevant department as a whole.

(qq) **Registered Midwife or Midwife** means a person registered as a Midwife on the Register of Midwives of the Nursing and Midwifery Board of Australia established under the *Health Practitioners Regulation National Law Act 2009.*

(rr) **Safe Patient Care Act** means the *Safe Patient Care (Nurse to Patient and Midwife to Patient Ratios) Act 2015* (Vic).

(ss) **Short Shift** means a shift of six hours duration in addition to a 30-minute meal break.

(tt) **24 hours a day, seven days per week areas** means wards/units/divisions of a hospital Campus/facility that have a staffing roster that operates over 24 hours a day for seven days a week.

(uu) **Union** means **ANMF** for all Employees or **HSU** (with respect to Enrolled Nurses only). When used in the plural, **Unions** means the ANMF and the HSU (with respect to Enrolled Nurses only).

(vv) **VHIA** means the Victorian Hospitals' Industrial Association.

(ww) **WIC** means the Workplace Implementation Committee referenced at clause 80.10.

(xx) **WIRC Act** means the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), or if applicable in the particular situation the Accident Compensation Act 1985 (Vic) or the Workers Compensation Act 1958 (Vic).

(yy) **a Year of Experience** in this Agreement means:

(i) an average of three shifts or more per week in a year. If the Employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser), the Employee will need to complete an additional year to advance;

(ii) in the case of an IQNM registering in Australia for the first time who was not required by the Australian professional registration body to undertake either a bridging program or outcome-based assessment (**OBA**), a Year of Experience means:

(A) an average of at least 48 hours per fortnight; and

(B) for each year in which the IQNM averages less than 48 hours per fortnight, the Employee will need to complete an additional year to advance.

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

(A) subject to (iv) below, an Employee's anniversary date is the date the Employee commenced work as a Registered Nurse (where that Employee was not already a Registered Midwife), Registered Midwife (where that Employee was not already a Registered Nurse) or Enrolled Nurse following registration either in Australia or internationally; or

(B) in the case of an IQNM required to undertake a bridging program or OBA in order to be registered in Australia, the date the Employee commenced work as a Registered Nurse, Registered Midwife or Enrolled Nurse following registration in Australia.

(iv) For the purpose of experience advancement under this Agreement, upon commencement with an Employer:

(A) an Employee's anniversary date is the date the Employee commenced work as a Registered Nurse (where that Employee was not already a Registered Midwife), Registered Midwife (where that Employee was not already a Registered Nurse) or Enrolled Nurse following

registration either in Australia or internationally (subject to 4.1(yy)(i));

(B) Years of Experience are relevant to determining the appropriate increment within a grade, Years of Experience are calculated from the Employee's anniversary date; and

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

(v) Experience can be with concurrent Employer/s, on provision by the Employee of evidence of experience with other Employer/s save that:

(A) Any new increment is payable from the FFPPOOA, the evidence is provided; and

(B) Notwithstanding this term, any previously recognised concurrent service is unaffected by this term.

(vi) *Note: Experience and Years of Experience are only relevant to determining what constitutes experience (including previous experience) for the purpose of incremental progression through an Employee's classification.*

4.2 Relevant qualification/relevant component of a qualification etc.

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

(a) the main criteria for considering relevance are:

(i) the nature of the education; and

(ii) the current area of practice of the Employee; and

(b) other considerations may include:

(i) the clinical or other area of work of the Employee;

(ii) the classification and position description of the Employee; and/or

(iii) whether the education would assist the Employee in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Employee is employed.

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

(a) is regularly rostered over seven days of the week; and

(b) regularly works on weekends.

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

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

4.6 All Employees will be classified in accordance with the Agreement, but where there is no apparent classification for an Employee or for an Employee performing particular work, the appropriate classification will be determined by the Panel in accordance with clause 14.

5. Coverage

This Agreement covers:

(a) the Employers as defined in subclause 4.1(t) (Definitions);

(b) all Employees as defined in subclause 4.1(s) (Definitions); and

(c) if they are named by the Commission as covered by the Agreement, each of the Unions as bargaining representatives for this Agreement.

6. Incidence and Application

6.1 The terms of this Agreement will apply to the work and employment of all Employees, except where expressly stated otherwise.

6.2 The Appendices attached to this Agreement form part of this Agreement.

6.3 This Agreement is not intended to exclude any part of the NES or to provide any entitlement which is detrimental to an Employee's entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an Employee.

6.4 Nothing in this Agreement, including clause 9 (No Extra Claims), is intended to prevent the concurrent operation of the Safe Patient Care Act and this Agreement unless either of the conditions in subclauses 105.1(a) or 105.1(b) (Interaction with Safe Patient Care Act) of this Agreement are met.

7. Date and Period of Operation

7.1 This Agreement will operate seven days after the date upon which it is approved by the Commission.

7.2 The Nominal Expiry Date of this Agreement is 30 April 2028. The Agreement will continue in force after the expiry date until replaced by a further enterprise agreement.

8. Copy of Agreement

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

9. No Extra Claims

9.1 The Unions, the Employers and the Employees acknowledge and agree that:

(a) this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all Union and

Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining period); and

(b) except as otherwise indicated herein this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the Employees whose employment is subject to the Agreement; and

(c) they will not pursue any extra claims during the term of this Agreement; and

(d) nothing in this clause 9 limits the operation of clause 105 (Interaction with the Safe Patient Care Act) of this Agreement.

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

9.3 Replacement Agreement

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

10. Anti-Discrimination

10.1 Those covered by this Agreement respect and value the diversity of the work force and protection against unfair treatment and discrimination on the basis of race, colour, sex, sexual orientation, breastfeeding, gender identity, intersex status, an experience of family or domestic violence, age, physical or mental disability, marital status, family or carer responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

10.2 Those covered by the Agreement must make every reasonable endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly unlawfully discriminatory in their effects.

10.3 Nothing in this clause is taken to affect:

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

(b) an Employee, Employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Australian Human Rights Commission; or

(c) the exemptions in section 351(2) of the Act.

10A. Gender Based Discrimination

10A.1 The parties at clause 10A.4 agree, in conjunction with the DOH, to establish a Gender-Based Standing Committee (**GBSC**) within three months of the commencement of this Agreement.

10A.2 The purpose of the GBSC will be to:

(a) review audit results;

(d) promote gender equity initiatives;

(e) identify and address any gender pay gaps in the public sector organisation; and

(f) promote job security.

10A.3 The GBSC will schedule a minimum of four meetings per year.

10A.4 The GBSC will be comprised of:

(a) representative Employers through their CEOs or their nominees;

(g) the Unions; and

(h) the VHIA.

The GBSC may, by unanimous agreement of its sitting members, also include other health sector unions who are not covered by this Agreement to meet the objectives at clause 10A.2.

10A.5 The Employer's gender equity activities, including Audit and Action Plan will be a standing agenda item at WIC meetings.

PART B – CONSULTATION, DISPUTE RESOLUTION AND DISCIPLINE

11. Consultation

Nothing in this clause 11 limits the Employer's obligations to consult with HSRs under the OHS Act.

11.1 Consultation regarding Major Change

(a) Where an Employer proposes a Major Change that may have a Significant Effect on an Employee or Employees, the Employer will consult with the Affected Employee/s, the Union, and the Employee's other chosen representative (where relevant) before any proposed change occurs.

(b) Consultation will, where reasonably practicable, include consultation with those who are absent on leave including on workers' compensation or parental leave.

(c) The Employer will take reasonable steps to ensure Employees, HSRs (where relevant) and the Union can participate effectively in the Consultation process.

11.2 Definitions

Under this clause 11:

(a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.

(b) **Affected Employee** means an Employee on whom a Major Change may have a Significant Effect.

(c) **Major Change** means a change (including a temporary or urgent change) in the Employer's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a Significant Effect on Employees.

(d) **Significant Effect** includes but is not limited to:

(i) termination of employment;

(ii) changes in the size, composition or operation of the Employer's workforce (including from outsourcing) or skills required;

(iii) alteration of the number of hours worked and/or reduction in remuneration;

(iv) changes to an Employee's classification, position description, duties or reporting lines;

(v) the need for retraining or relocation/redeployment/transfer to another site or to other work;

(vi) removal of an existing amenity; and/or

(vii) the removal or reduction of job opportunities, promotion opportunities or job tenure.

(e) **Measures to mitigate or avert** may include but are not limited to:

(i) redeployment;

(ii) retraining;

(iii) salary maintenance;

(iv) job sharing; and/or

(v) maintenance of accruals.

11.3 Consultation Steps and Indicative reasonable timeframes

(a) Consultation includes the steps set out below.

(b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way, having regard to all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss the Employer's proposal. The timeframes in this clause are indicative only and in the case of a temporary or urgent change, a shorter timeframe may be appropriate.

(c) The following table makes clear the relevant steps and indicative timeframes for the consultation process:

Step	Action	Timeframe
1.	Employer provides change impact statement and other written material required by clause 11.4	
2.	Written response from Employees and/or Union	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2 The 'first meeting' at step 3 does not limit the number of meetings for consultation
4.	Further Employer response (where relevant)	After the conclusion of step 3
5.	Alternative proposal from Employees or Union	14 days of step 4
6.	Employer to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Union prior to advising of the outcome of consultation	14 days of step 5

11.4 Change Impact Statement (step 1)

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

(i) the details of proposed change;

(ii) the reasons for the proposed change;

(iii) the possible effect of the proposed change on Employees'

(A) workload; and

(B) occupational health and safety matters, such as those set out in clause 99 (OHS Risk Management). Where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees must be undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;

(iv) the expected benefit of the change;

(v) measures the Employer is considering that may mitigate or avert the effects of the proposed change;

(vi) if relevant to the proposed change, the existing and proposed position descriptions, including new roles, those of the Affected Employees or managers where reporting lines change;

(vii) the right of an Affected Employee to have a representative including a Union representative at any time during the change process; and

(viii) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or exposes the Employer to unreasonable legal risk or cannot be disclosed under the *Health Services Act 1988* (Vic) or other legislation.

(b) Any concerns by an Affected Employee or their representative regarding whether the Change Impact Statement complies with clause 11.4 will be raised as soon as practicable and before step 2.

11.5 Employee/Union response (step 2)

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

11.6 Meetings (step 3)

(a) As part of Consultation, the Employer will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:

(i) the proposed change;

(ii) proposals to mitigate or avert the impact of the proposed change; and

(iii) any matter identified in the written response from the affected Employees and/or the Union.

(b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for Consultation.

11.7 Employer response (step 4)

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

11.8 Alternative proposal (step 5)

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

11.9 Outcome of consultation (step 6)

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

(a) whether the Employer intends to proceed with the change proposal;

(b) any amendment to the change proposal arising from consultation;

(c) details of any measures to mitigate or avert the effect of the changes on Affected Employees; and

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

Note: In the case of proposal concerning the amalgamation of wards, please refer to clause 11B.

11.10 Consultation disputes

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

11A. Consultation about Changes to Rosters or Hours of Work

This clause 11A applies where a change to regular rosters or ordinary hours of work (which may impact upon an Employee, particularly in relation to their family and caring responsibilities) does not constitute a 'Major Change' in accordance with subclause 11.2(c).

11A.1 Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must:

(a) notify the relevant employee or employees of the proposed change; and

(b) consult with the relevant employee or employees and their representative/s, if any, about the proposed change as described below.

11A.2 As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant employee/s the introduction of the change, and

(c) for the purposes of the discussion, provide to the relevant employee/s all relevant information about the change, including:

(i) the nature of the change and when that change is proposed to commence; and

(ii) information about what the Employer reasonably believes will be the effects of the change on the relevant employees; and

(iii) information about any other matters that the Employer reasonably believes are likely to affect the relevant employees; and

(d) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

11A.3 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

11A.4 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees and consider health and safety impacts including fatigue.

11A.5 In this term ***relevant employees*** means the Employee or Employees who may be affected by a change referred to in clause 11A.1.

11A.6 **The requirement to consult under this clause** 11A does not apply to an Employee where the change to an Employee's regular roster or ordinary hours of work is as a consequence of that Employee's irregular, sporadic or unpredictable working hours, self-rostering or, where permitted, a rotating roster.

11A.7 **The provisions of this clause** 11A are to be read in conjunction with the terms of the engagement between the Employer and Employee, and other Agreement provisions concerning the scheduling of work and notice requirements.

11B. No Amalgamation of Wards without Agreement of ANMF and Employer

11B.1 A proposed amalgamation of wards will be subject to consultation under clause 11, save that clause 11.10 will not apply and instead the dispute will be notified to the Statewide Industry Panel under clause 14.

11B.2 During the life of the Agreement there will be no amalgamation of wards that will result in:

(a) an increase in workload for the Employees working in those wards who are covered by this Agreement; or

(b) increase in patient risk (in those wards),

without the agreement of the ANMF and the Employer.

11B.3 The Statewide Industry Panel will have regard to the DOH's Guidelines which will reflect historical and contemporary practice and standards.

12. Redundancy and Associated Entitlements

12.1 Arrangement

This clause is arranged as follows:

(a) Arrangement (clause 12.1);

(b) Definitions (clause 12.2);

(c) Redeployment (clause 12.3);

(d) Support to Affected Employees (clause 12.4);

(e) Salary maintenance (clause 12.5);

(f) Relocation (clause 12.6);

(g) Employment terminates due to redundancy (clause 12.7); and

(h) Exception to application of Victorian Government's policy with respect to severance pay (clause 12.8).

12.2 Definitions

(a) **Affected Employee** for this clause 12 means an Employee whose role will be redundant.

(b) **Comparable Role** means an ongoing role that:

(i) is the same occupation as that of the Affected Employee's redundant position or if not, is in an occupation acceptable to the Affected Employee; and

(ii) is any of the following:

(A) in the same clinical specialty as that of the Affected Employee's former position;

(B) in a clinical specialty acceptable to the Affected Employee; or

(C) a position that with the reasonable support described at 12.3(g), the Affected Employee could undertake; and

(iii) is the same Level as the Affected Employee's redundant position;

(iv) takes into account the number of ordinary hours normally worked by the Affected Employee;

(v) is a Reasonable Distance from the Affected Employee's current work location;

(vi) takes the Affected Employee's personal circumstances, including family responsibilities, into account; and

(vii) takes account of health and safety considerations.

(c) **Consultation** is as defined at clause 11 (Consultation) of this Agreement.

(d) **Continuity of Service** at **12.8** means that the service of the Employee is treated as unbroken and that the cap on the transfer of personal leave at clause 61.8 does not apply. However, continuity of service is broken where an Employer pays out accrued annual leave or long service leave upon termination in accordance with this Agreement.

(e) **Level** for the purposes of this clause 12 means a weekly salary in Schedule 2 that is at least equal to or higher than the weekly salary in Schedule 2 for the Role the Employee held immediately prior to redundancy.

(f) **Reasonable Distance** means a distance that has regard to the Employee's original work location, current home address, capacity of the Employee to travel,

additional travelling time, effects on the personal circumstances of the affected Employee, including family commitments and responsibilities and other matters raised by the Employee, or assistance provided by their Employer.

(g) **Redeployment period** means a period of 13 weeks from the time the Employer notifies the Affected Employee in writing that consultation under clause 11 is complete and that the redeployment period has begun.

(h) **Redundancy** means the Employer no longer requires the Affected Employee's job to be performed by anyone because of changes in the operational requirements of the Employer's enterprise.

(i) **Relocation** means an Affected Employee is required to move to a different Campus as a result of an organisational change on either a temporary or permanent basis.

(j) **Salary maintenance** means an amount representing the difference between what the Affected Employee was normally paid immediately prior to the Affected Employee's role being made redundant and the amount paid in the Affected Employee's new role following redeployment.

12.3 Redeployment

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

(b) **Employee to be advised in writing**

The Affected Employee must be advised in writing of:

(i) the date the Affected Employee's role is to be redundant;

(ii) details of the redeployment process;

(iii) the reasonable support that will be provided in accordance with subclause 12.3(g); and

(iv) the Affected Employee's rights and obligations.

(c) **Employer obligations**

The Employer will:

(i) make every effort to redeploy the Affected Employee to a Comparable Role in terms of classification, grade and income, including appointing a case manager to provide the Affected Employee with support and assistance;

(ii) take into account the personal circumstances of the Affected Employee, including family commitments and responsibilities; and

(iii) where the Employer is creating a new role/s substantially similar to the Affected Employee's redundant role; give priority to the redeployment of an Affected Employee/s to the new position/s before considering applicants that are not Affected Employees.

Example: The Employer needs fewer Employees to do particular work and roles are being restructured to take this into account. In a

'spill and fill', the Employer will consider the Affected Employees for the new roles before other applicants.

(d) **Employee obligations**

The Employee must actively participate in the redeployment process including:

(i) identifying appropriate retraining needs;

(ii) developing a resume/CV to assist in securing redeployment; and/or

(iii) actively monitoring and exploring appropriate redeployment opportunities and working with the appointed case manager.

(e) **Rejecting a Comparable Role**

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

(f) **Temporary alternative duties**

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

(g) **Support for redeployment**

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

(i) theory training relevant to the clinical area or environment of the role into which the Affected Employee is to be redeployed;

(ii) a defined period of up to 12 weeks in which the Affected Employee works in a supernumerary capacity;

(iii) support from educational staff in the clinical environment; and/or

(iv) a review at 12 weeks or earlier to determine what, if any, further training is required.

(h) **Where no redeployment available**

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

(i) **Non-Comparable Role**

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

12.4 Support to Affected Employees

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

(a) counselling and support services;

(b) retraining;

(c) preparation of job applications;

(d) interview coaching;

(e) time off to attend job interviews; and

(f) funding of independent financial advice for Employees eligible to receive a separation package.

Other assistance may include but is not limited to career planning.

12.5 Salary Maintenance

(a) **Entitlement to salary maintenance**

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

(i) is a lower Level, grade, subgrade or increment;

(ii) involves working fewer hours; and/or

(iii) removes eligibility for penalties, loadings and the like.

(b) **Period of salary maintenance**

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

(i) accepts another position within the salary maintenance period; and

(ii) is paid in the other position an amount equal to or greater than the role that was made redundant.

(c) **Preservation of accrued leave**

An Affected Employee entitled to salary maintenance will have their:

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

(ii) personal leave preserved in hours.

12.6 Relocation

(a) **Employer to advise in writing of relocation**

As soon as practicable but no less than seven (7) days after a decision is made by the Employer to temporarily or permanently relocate an Affected Employee,

the Employer will advise the Affected Employee in writing of the decision, the proposed timing of the relocation and any other alternatives available to the Affected Employee. In addition, the Employer will:

(i) ensure the relocation is a Reasonable Distance, unless otherwise agreed;

(ii) ensure that the Affected Employee is provided with information on the new location's amenities, layout and local operations prior to the relocation; and

(iii) consult with the Union regarding the content of such information.

(b) **Entitlement to relocation allowance**

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

(c) **Employee to provide written estimate**

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

(d) **Payment**

(i) The Employer will pay the Affected Employee a relocation allowance up to $1,900.00 based on the written estimate of the Affected Employee referred to at (c) where the Employer accepts that estimate represents the additional cost to the Affected Employee. The allowance shall be paid as a lump sum.

(ii) When considering the Affected Employee's estimate, the Employer may have regard to the Reasonable Distance.

(iii) In the event of a dispute about the Affected Employee's estimate it will be resolved under clause 13 (Dispute Resolution Procedure).

(e) **Exceptions**

(i) An Affected Employee is not entitled to the relocation allowance if the site or Campus to which the Affected Employee is being relocated is a location to which they can be expected to be deployed as part of their existing employment conditions.

(f) **Fixed term Employees not excluded**

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

12.7 Employment terminates due to redundancy

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

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

(a) Where the Affected Employee's Employer secures a Comparable Role (as defined) with another Employer covered by this Agreement, which:

(i) is within a Reasonable Distance of the work site of the redundant position; and

(ii) provides Continuity of Service; and

(iii) where the Comparable Role results in a loss of income, salary maintenance at clause 12.5 will apply; and

(iv) where relevant, consistent with the financial and other support provided to an internal redeployee,

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

13. Dispute Resolution Procedure

13.1 Resolution of disputes and grievances

(a) For the purpose of this clause 13, a dispute includes a grievance.

(b) This dispute resolution procedure will apply to any dispute arising in relation to:

(i) this Agreement (for the avoidance of doubt, this includes a request for flexible working arrangements or a request for an additional 12 months' parental leave); or

(ii) the NES.

(c) A **Party** for the purposes of this clause is the Employee/s or the Employer that are subject to the dispute.

(d) A Party subject to the dispute may choose to be represented at any stage by a representative including a Union or employer organisation. A representative, including a Union or employer organisation on behalf of an Employer, may initiate a dispute.

13.2 Obligations

(a) The Parties to the dispute and their representatives must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

(b) While the dispute resolution procedure is being conducted work will continue normally according to the usual practice that existed before the dispute, until the dispute is resolved.

(c) This requirement does not apply where an Employee:

(i) has a reasonable concern about an imminent risk to their health or safety;

(ii) has advised the Employer of the concern; and

(iii) has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the Employee to perform.

(d) No Party to a dispute or person covered by the Agreement will be prejudiced with respect to the resolution of the dispute by continuing work under this clause.

13.3 Dispute settlement facilitation

(a) Where the chosen representative is another Employee of the Employer, that Employee will be released by the Employer from normal duties as is reasonably necessary to enable them to represent the Employee/s including:

(i) investigating the circumstances of the dispute; and

(ii) participating in the processes to resolve the dispute, including conciliation and arbitration.

(b) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

13.4 Discussion of dispute at workplace

(a) The Parties will attempt to resolve the dispute at the workplace as follows:

(i) in the first instance by discussions between the Employee/s and the Employee's line manager or other relevant manager; and

(ii) if the dispute is still unresolved, by discussions between the Employee/s and more senior managers.

Nothing in this clause 13.4 prevents the Parties from agreeing, at any time, to conducting their discussions in writing, subject to clause 13.2.

(b) The discussions at subclause 13.4(a) will take place within fourteen days or such longer period as mutually agreed, save that agreement will not be unreasonably withheld.

(c) Where a Party believes the requirements of this clause 13.4 have not been complied with, they will notify the other of their concern in writing as soon as practicable.

(d) If a dispute cannot be resolved at the workplace it may be referred by a Party to the dispute or representative to the Commission for conciliation and, if the matter in dispute remains unresolved, arbitration.

13.5 Disputes of a collective character

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

13.6 Conciliation

(a) Where a dispute is referred for conciliation, the Commission member will do everything the member deems right and proper to assist the Parties to settle the dispute.

(b) Conciliation before the Commission is complete when:

(i) the Parties to the dispute agree that it is settled; or

(ii) the Commission member conducting the conciliation, either on their own motion or after an application by a Party, is satisfied there is no likelihood that further conciliation will result in settlement within a reasonable period; or

(iii) the Parties to the dispute inform the Commission member there is no likelihood the dispute will be settled and the member does not have substantial reason to refuse to regard conciliation as complete.

13.7 Arbitration

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

(b) The Commission member that conciliated the dispute will not arbitrate the dispute if a Party objects to the member doing so.

(c) Subject to subclause 13.7(d) below, a decision of the Commission is binding upon the persons covered by this Agreement.

(d) An appeal lies to a Full Bench of the Commission, with the leave of the Full Bench, against a determination of a single member of the Commission made pursuant to this clause.

13.8 Conduct of matters before the Commission

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

(b) For the avoidance of doubt, nothing in this clause 13 affects the operation of section 596 of the Act.

13.9 Interaction with Statewide Industry Panel

(a) In respect to any matter arising under clauses 14.3 and 11B, disputes will only be resolved by the Statewide Industry Panel in accordance with the terms of clause 14.

(b) Where an application is made under clause 14.4 (concerning an existing classification), the dispute resolution procedure may also be used by either Party except that arbitration under clause 13.7 may only occur by agreement between the Parties.

(c) Determinations of the Statewide Industry Panel under clause 14.8 will, subject to subclauses 14.6(e) to 14.6(i), be binding on the Employers and the Employees.

14. Statewide Industry Panel

14.1 Application

The Statewide Industry Panel (**Panel**) can undertake the following functions:

(a) Determine applications regarding classifications where:

(i) an Employee's position or the position the Employer proposes to create is not subject to an existing classification in the Agreement or previous determination of the Statewide Classification Committee (see clause 14.3);

(ii) there is a dispute about an existing classification under this Agreement (see clause 14.4) which may include the categorisation of the Campus or health service;

(b) Determine disputes that arise under clause 11B (No amalgamation of wards without agreement of the Unions and Employer);

(c) Resolve disputes about the relevance of a qualification as it applies to a qualification allowance or Clinical Nurse Specialist/Clinical Midwife Specialist eligibility;

(d) Resolve a dispute regarding a digital supplementary roster that cannot be resolved at the Central Implementation Committee; and/or

(e) Resolve a dispute in accordance with clause 107.7A.

14.2 Panel

(a) The Panel will comprise three persons being:

(i) a nominee of the VHIA (on behalf of the Employers);

(ii) a nominee of the ANMF (on behalf of the Employees); and

(iii) an independent chairperson agreed by VHIA and the ANMF or, in the absence of agreement, as nominated by the Minister for Health.

(c) The Panel will commence to determine the matter within 21 days of the application and conclude its deliberations within a further 21 days.

(d) No nominee on the Panel may be involved in a matter if they are directly affected by or are personally interested in the outcome.

(e) The Panel shall act independently of the VHIA and the ANMF.

(f) The Panel Chairperson shall act as an independent third party in deliberations of the Panel.

(g) The Parties to an application to the Panel bear their own costs (save for the chairperson).

(h) The Panel shall be responsible for determining its own procedure, provided that the procedure shall be consistent with the requirements of this clause 14, and shall adopt an inquisitorial procedure (rather than an adversarial procedure).

14.3 Application to Panel where not subject to an existing classification

(a) Where the circumstances in subclause 14.1(a)(i) arise, a written notification to the Panel will be made as follows:

(i) By the Employer within 14 days of the matter arising under subclause 14.1(a)(i);

(ii) By the Employee and/or their representative (such as the ANMF) where:

(A) the Employer has been notified in writing of the intention to make an application to the Panel;

(B) 28 days have elapsed since that written notification without the Employer having made an application to the Panel in relation to the identified position/s;

(C) the Employer and the Employee (and the Employee's representative) have met and discussed the proposed application and the outcome of the discussion confirmed in writing; and

(D) the Employer and Employee (and their representatives where relevant) have cooperated to ensure a meeting occurs within 28 days of subclause 14.3(a)(ii)(A).

(iii) Where an Employer fails to cooperate and meet as required at subclauses 14.3(a)(ii)(C) or (ii)(D), this does not prevent an Employee making an application to the Panel.

(iv) Where an Employee (or representative) fails to cooperate and meet as required at subclauses 14.3(a)(ii)(C) or (ii)(D), this will result in the Panel not dealing with the application until that meeting occurs.

(b) Where an application is received, the Chairperson will notify the applicable Union/s and VHIA in writing.

14.4 Application to Panel where there is a dispute regarding an existing classification

(a) Either an Employer or an Employee (or their representatives) may make an application to the Panel regarding a dispute about an Employee's classification where the Parties have attempted to resolve the dispute at the workplace as described at clause 13.4 and met the obligations set out at clause 13.2.

(b) Where an application is made to the Panel the terms of clause 13.2 continue to apply.

(c) An Employee who is a Party to the dispute will be released by the Employer from normal duties as is reasonably necessary to enable them to participate in this dispute settling procedure so long as it does not unduly affect the operations of the Employer.

14.5 Materials to be provided to the Panel for classification applications

Where an application to the Panel is made under clauses 14.3 or 14.4:

(a) the Employer will provide the following materials (where available) as soon as practicable:

(i) the position description of the role;

(ii) mandatory and desirable post-registration skills, knowledge and education;

(iii) the grade proposed by the applicant and the comparator position/s used to determine the proposed grade;

(iv) proposed and/or actual professional reporting lines for/to the proposed position/s;

(v) outline of the existing and proposed organisational structure applicable to the position/s; and

(vi) identification of EFT and skill mix (if any) that reports to the position/s; and

(b) Where the application concerns an existing Employee, the Employer will ensure the Employee is given the opportunity to provide:

(i) an outline of the skill, duties, responsibilities and educational underpinning of the role;

(ii) objective observations on any differences between the role and that described in the position description; and

(iii) the Employer's response, if any, to the existing Employee's outline at subclauses 14.5(b)(i) and (ii).

14.6 Role of the Panel in considering an application

(a) In considering an application, the Panel will:

(i) in the case of an application under clause 14.3, utilise available research-based skill matrices and other relevant material;

(ii) in the case of an application under clauses 14.3 or 14.4, determine classification applications by the inherent requirements of the position, not those of the individual;

(iii) in the case of an application under clause 14.4, apply the classification descriptors of the Agreement;

(iv) in the case of an application under subclause 14.1(b), have regard to the DOH's Guidelines which will reflect historical and contemporary practice standards; and

(v) in the case of an application under subclause 14.1(a) or (b), consider any materials submitted by or on behalf of the DOH.

(b) The Panel may otherwise inform itself in any manner it sees fit including, in the case of a classification application under clause 14.3 or 14.4, by seeking the views of an expert advisor (who is not an Employee of the health service subject of the application) agreed to by the Panel to provide clinical expertise in an area of nursing or midwifery practice in relation to the classification matter under consideration.

(c) The Employer or VHIA and the Employee/s and/or the ANMF can advocate to the Panel.

(d) The Panel will determine applications by majority, with written reasons to be prepared by the Chairperson (including any dissenting decision or a summary of any dissenting decision) and provided to the parties. In the case of an application under clauses 14.3 or 14.4, the Panel may determine to support the re-grading or substitute a different grade to the role.

(e) A determination of the Panel will be considered binding unless either the Unions or VHIA make an application to have the determination reviewed by the Commission within 14 days of receiving written determination. For the avoidance of doubt, no activity under clause 14.9 constitutes a determination for the purposes of subclause 14.6(e).

(f) An application to the Commission will include the application, determination, written reasons and supporting material.

(g) On receipt of an application under this clause, the President of the Commission will appoint a member of the Commission to preside over the matter.

(h) The Commission will be assisted by the Chairperson, who will explain their recommendation, the application and supporting material, and inform the Commission of the position of the ANMF and the VHIA.

(i) The Commission will adopt an inquisitorial procedure (rather than an adversarial procedure) and will in effect stand in the shoes of the Panel and determine whether the Panel decision under review was properly reached, and may substitute or uphold the existing determination. Any determination under this clause will be final and binding upon the parties and will not be subject to an appeal of the Full Bench.

14.7 Additional role of the Chairperson in considering matters affecting a hospital/health service's funding

(a) The ANMF and VHIA recognise that the Victorian Government, represented by the DOH, has an implied right to have its interests heard and considered in decisions of the Panel.

(b) If a matter before the Panel under subclauses 14.1(a) or (b) may result in a requirement for additional funding to a hospital or health service (beyond what is currently provided under regular State budget mechanisms), the Chairperson will ensure that:

(i) the DOH has a fair opportunity to be heard by the Panel; and

(ii) the DOH's interests are given due consideration by the Panel in its decision-making.

14.8 Panel determinations

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

(b) In the case of an application under subclause 14.1(a), the determined grade will apply from the date of the application or a later date determined by the Panel.

(c) Until the determination of the Panel, the existing grade (where relevant) will continue to apply.

(d) In the case of an application under clause 14.3, where the Panel or, on review, the Commission determines that a lower classification applies, the Employee will have their current salary maintained.

14.9 Development and finalisation of Classification descriptors

The classification work referred to in subclauses 14.9(a)(ii) and (iii) of the 2020 Agreement will be finalised in accordance with clause 14.9 of the 2020 Agreement.

15. Managing Conduct and Performance

15.1 Application

(a) Except as provided at subclause 15.1(e), where an Employer has concerns about:

(i) the Conduct of an Employee; or

(ii) a performance issue that may constitute Misconduct,

the following procedure will apply.

(b) There are two steps in a disciplinary process under this clause as follows:

(i) investigative procedure; and

(ii) disciplinary procedure.

(c) An Employee will be provided a reasonable opportunity to be represented at any time (including by a Union) with respect to all matters set out in this clause.

(d) The Employer will notify the Employee in accordance with subclause 15.3(b) as soon as practicable following the Employer becoming aware of the alleged concerns at subclause 15.1(a).

(e) **Exception - Employees who have not completed a minimum period of employment with their Employer**

Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at section 383 of the Act, and the Employer is considering the termination of the Employee's employment, the Employer will:

(i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;

(ii) advise the Employee of their right to have a representative, including a Union representative;

(iii) other than in the case of Serious Misconduct, provide the Employee with an opportunity to improve their Performance or Conduct;

(iv) meet with the Employee (and, where relevant, their representative); and

(v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

The terms of clauses 15.3 to 15.5 inclusive do not apply to Employees within the scope of the exception in this subclause 15.1(e).

15.2 Definitions

(a) **Conduct** means the manner in which the Employee's behaviour impacts on their work.

(b) **Misconduct** means an Employee's intentional or negligent failure to abide by or adhere to the standards of conduct expected by the Employer. A performance issue can be considered misconduct where, despite all reasonably practicable interventions by the Employer, the Employee is unable to fulfil all or part of their job requirements to a satisfactory level.

(c) **Performance** means the manner in which the Employee fulfils their job requirements. The level of performance is determined by reference to an

Employee's knowledge, skills, qualifications, abilities and the requirements of the role.

(d) **Serious Misconduct** is as defined under the Act and is both wilful and deliberate. Currently the Act defines serious misconduct, in part, as:

(i) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment;

(ii) conduct that causes serious and imminent risk to:

(A) the health or safety of a person; or

(B) the reputation, viability or profitability of the employer's business.

Conduct that is serious misconduct includes each of the following:

(iii) the Employee, in the course of the Employee's employment, engaging in:

(A) theft;

(B) fraud;

(C) assault; or

(D) sexual harassment;

(iv) the Employee being intoxicated at work;

(v) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.

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

15.3 Investigative procedure

(a) The purpose of an investigative procedure is to conclude whether, on balance, concerns regarding Conduct or Performance are well-founded and supported by evidence. An investigation procedure must be fair including proper regard to procedural fairness.

(b) The Employer will:

(i) advise the Employee of the concerns and allegations in writing;

(ii) provide the Employee with any material which forms the basis of the concerns, including statements (if any) it has at that time, before seeking a response;

(iii) ensure the Employee is provided a reasonable opportunity to answer any concerns including a reasonable time to respond;

(iv) advise the Employee of their right to have a representative, including a Union representative;

(v) ensure that the reason for any interview is explained; and

(vi) take reasonable steps to investigate the Employee's response.

(c) Where the Employer has complied with subclause 15.3(b)(i)-(iv) and the Employee does not dispute the concerns, the Employee may opt to decline the opportunity to be interviewed.

(d) Where the Employee opts to decline the opportunity to be interviewed, the Employee may still raise matters under subclause 15.4(c) including matters in mitigation if a disciplinary procedure (see clause 15.4) is proposed.

15.4 Procedure to address poor Performance or Misconduct

(a) The procedure applies if, following the investigation, the Employer reasonably considers that the Employee's Conduct or Performance may warrant disciplinary steps being taken.

(b) The Employer will:

(i) notify the Employee in writing of the outcome of the investigation process, including the basis of any conclusion; and

(ii) provide the Employee with a reasonable opportunity to provide information about the matters in 15.4(c).

(c) In considering whether to take disciplinary action, the Employer will consider:

(i) whether there is a valid reason related to the Conduct or Performance of the Employee arising from the investigation justifying disciplinary action;

(ii) whether the Employee knew or ought to have known that the Conduct or Performance was below acceptable standards; and

(iii) any explanation by the Employee relating to Conduct including any matters raised in mitigation.

(d) The Employer will ensure that any disciplinary action being considered under subclause 15.5(a) below arising from an investigation relating to the professional conduct of a nurse or midwife, will be informed by someone with a thorough understanding of applicable professional standards of practice issued by the Australian professional registration body.

15.5 Possible outcomes

(a) Where it is determined that after following the procedures in this clause 15 that disciplinary action is warranted, the Employer may take any of the following steps depending on the seriousness of the Conduct or Performance and the steps shall be recorded on the Employee's personnel file:

(i) where the Performance or Conduct issue does not constitute Serious Misconduct:

(A) counsel the Employee;

(B) give the Employee a first written warning;

(C) give the Employee a second written warning in the event that the Employee has previously been given a first written

warning within the previous 12 months for that course of Conduct;

(D) give the Employee a final written warning in the event that the Employee has previously been given a second written warning within the preceding 18 month period for that course of Conduct; or

(E) terminate the Employee's employment on notice in the case of an Employee who repeats a course of Conduct for which a final warning was given in the preceding 18 months; or

(ii) where the Performance or Conduct issue does constitute Serious Misconduct:

(A) terminate the Employee's employment without notice; or

(B) alternatively, issue the Employee with a final warning without following the steps in subclause 15.5(a)(i) above.

(b) The Employer's decision and a summary of its reasons will be notified to the Employee in writing.

(c) If after any warning or counselling, a period of 12 or 18 months elapses (as relevant) without the Employee repeating a course of Conduct for which the preceding warning or counselling was given, the Employer cannot rely on the preceding warning or counselling for the purpose of issuing a further warning.

15.6 Disputes

A dispute over this clause (including clause 15.7) is to be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

15.7 Performance Management

(a) Nothing in this clause 15 will prevent the Employer from undertaking performance management to support Employees.

(b) In this clause 15, **performance management** includes reasonable actions to address performance by identifying performance deficits, the Employer's expected outcomes and performance measures, and strategies to meet those measures including the provision of support and education the Employee may reasonably require. Performance management measures may be included in a performance improvement plan that seeks to address the identified deficits and/or describe the matters which require improvement within a time period that is reasonable in the circumstances.

(c) In this clause 15, performance management does not include sanctions in addition to those set out at clause 15.5 above.

16. Flexible Working Arrangements

16.1 The Act entitles a specified Employee to request flexible working arrangements in specified circumstances.

16.2 For the purposes of this clause 16, a long term casual Employee means a casual Employee (as defined in clause 19.1) that has been employed by the Employer on a regular and systematic basis.

16.3 A specified Employee is a:

(a) full-time or part-time Employee with at least 12 months continuous service; or

(b) long term casual Employee with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

16.4 The specified circumstances are if the Employee:

(a) is pregnant;

(b) is the parent, or has responsibility for the care, of a child who is of school age or younger;

(c) is a carer within the meaning of the *Carer Recognition Act 2010* caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;

(d) has a disability;

(e) is 55 or older;

(f) is experiencing family and domestic violence; or

(g) provides care or support to a member of the Employee's Immediate family or household, who requires care or support because the member is experiencing family and domestic violence.

16.5 A specified Employee may make a request to the Employer for a change in working arrangements relating to the circumstances at clause 16.4.

16.6 A request for a flexible work arrangement includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or Adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).

16.7 Changes in working arrangements may include but are not limited to hours of work, patterns of work and location of work.

16.8 The request by the Employee must be in writing, set out the change sought and reasons for the change.

16.9 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES.

Note: The assertion of an inherent requirement does not, by itself, mean that this is a reasonable business ground to refuse a request for a flexible working arrangement.

16.10 Without limiting what are reasonable business grounds for the purposes of clause 16.9, reasonable business grounds include the following:

(a) that the new working arrangements requested by the Employee would be too costly for the Employer;

(b) that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;

(c) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

(d) that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; and

(e) that the new working arrangements requested by the Employee would be likely to have a significant negative impact on the Employer's operations.

16.11 Where the Employer refuses the request, the written response will include the following:

(a) details of the reasons for the refusal, including the business grounds for refusing the request and how those grounds apply to the Employee's request;

(b) any other changes that the Employer is willing to make to accommodate the Employee's circumstances, if applicable;

(c) where there are no such changes available as contemplated by 16.11(b), state that there are no such changes; and

(d) their right for the dispute to be resolved at the workplace level or by arbitration in accordance with clause 16.16 below.

16.12 Where a request for flexible work arrangements is made, the Employer must meet with the Employee to discuss:

(a) the request;

(b) an alternative to the request; or

(c) reasons for a refusal on reasonable business grounds.

16.13 At a meeting under clause 16.12, the Employer must genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

(a) the needs of the Employee arising from the circumstances;

(b) the consequences for the Employee if changes in working arrangements are not made;

(c) any alternative flexibility arrangements that may meet the circumstances of the Employee that require flexibility; and

(d) any reasonable grounds for refusing the request.

16.14 An Employee or Employer may choose to be represented at a meeting under clause 16.12 by a representative including a Union or employer organisation.

16.15 If the Employer and the Employee reached an agreement under clause 16.12 on a change in working arrangements that differs from that initially requested by the Employee, the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

16.16 The Dispute Resolution Procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements. Without limiting the Dispute Resolution Procedure in the Agreement at first instance, the Employer and Employee will attempt to resolve the dispute at the workplace level through discussion before it is referred to the FWC.

16.17 For the avoidance of doubt, clause 16.16 applies to the Employee in the event the Employer refuses their request, or 21 days have passed since their making the request and the Employer has not provided them with a written response under this Agreement.

16.18 Other entitlements relevant to family violence can be found at clause 64 (Family and Domestic Violence Leave).

16A. Individual Flexible Working Arrangements

16A.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the arrangement deals with one (1) or more of the following matters:

(i) when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances; and/or

(v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in subclause 16A.1(a); and

(c) the arrangement is genuinely agreed by the Employer and Employee.

16A.2 The Employee may appoint a representative for the purposes of the procedure in this clause 16A, including the Union. Except as provided in subclause 16A.5(c), the arrangement must not require the approval or consent of a person other than the Employer and the individual Employee.

16A.3 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act;

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

16A.4 Where the Employee's understanding of written English is limited, the Employer will take measures, including translation into an appropriate language, to ensure the Employee understands the proposed individual flexibility arrangement.

16A.5 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing;

(b) includes the name of the Employer and Employee;

(c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement;

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the date the arrangement commences.

16A.6 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

16A.7 The Employer or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days' written notice to the other party to the arrangement; or

(b) if the Employer and Employee agree in writing - at any time.

16B. Climate Change Mitigation and Sustainability

16B.1 Acknowledgment

The parties acknowledge that:

(a) the climate is changing and this affects the health and wellbeing of Victorians:

(b) Health Services use significant amounts of energy and water and generate large volumes of waste;

(c) the *Climate Change Act 2017* has a long-term emissions reduction target for Victoria of net zero greenhouse gas emissions by the year 2050 with a series of interim targets to achieve that goal, and the Victorian Government has announced a revised target of 2045 for net zero; and

(d) Employees and Health Services have a role to play to support the achievement of that target, which includes through discussion, information sharing and cooperation.

16B.2 Continuous improvement

(a) Employees and Employers support continuous improvement to improve environmental sustainability including:

(i) At an industry level through the Central Implementation Committee at clause 80.11;

(ii) At a local workplace level through:

(A) the WIC; and/or

(B) a local body established for the purpose of consulting over environmental sustainability and climate change (however described).

(b) Employers and Employees support the development of local processes to:

(i) integrate climate and environmental considerations into the evidence based decision-making process;

(ii) engage with Employees and other health service employees to consult over matters of environmental sustainability including possible mitigants such as:

(A) recycling and waste reduction;

(B) better use of technology;

(C) healthy sustainable buildings, infrastructure and materials; and

(D) the delivery of health services,

(iii) implement change at the workplace level to achieve environmental sustainability objectives including through local action plans as Health Services seek to move to 100% renewable energy by 2025.

16B.3 Education

(a) It is acknowledged that education concerning climate related health topics may be directly relevant to an Employee's role within the meaning of clause 75 (Professional Development Leave).

(b) The Employer will encourage and support the inclusion of climate-related health topics as part of education provided to Employees.

16B.4 Introduction of Sustainability Nurse/Midwife Representative (**SNR/SMR**)

(a) Each Employer will actively encourage up to two interested Employees per ward or unit to become a Sustainability Nurse/Midwife Representatives.

(b) Where the Sustainability Nurse/Midwife Representative requests time release to participate in sustainability activities in the ward / unit or Employer, such time release will not be unreasonably refused.

16B.5 Discussions with ANMF

Upon request, a Health Service will meet a representative of the ANMF to discuss the sustainability report of the Health Service.

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

17. Full-time Employment

17.1 A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours as per clause 42.1 (Hours of Work).

17.2 A full-time Employee who is ready, willing and able to work full-time hours will be paid the weekly salary appropriate to the Employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 per week.

18. Part-time Employment

18.1 A part-time Employee is one who is engaged to work less than an average of 38 hours per week.

18.2 The number of hours worked by a part-time Employee may vary from week to week by mutual agreement.

18.3 A part-time Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification. Payments for shift work (clause 34), Saturdays and Sundays (clause 48), Overtime (clause 49) and Public Holidays (clause 56) also apply to part-time Employees.

18.4 Where a part-time Employee has an entitlement to leave under this Agreement, the part-time Employee will be paid according to the number of hours the Employee would have worked on the day/s on which the leave was taken except as provided at clause 0 (Cashing Out of Annual Leave).

19. Casual Employment

19.1 A casual Employee is an Employee who:

(a) is made an offer of employment on the basis that the Employer makes no firm advance commitment to continuing and indefinite work (e.g. relief work such as replacing an Employee on an unplanned absence); and

(b) is paid in accordance with clause 19.5 of this Agreement; and

(c) accepts the offer of employment on that basis; and

(d) is an Employee as a result of that acceptance;

19.2 When determining whether an Employer has made an offer of employment in accordance with subclause 19.1(a) above, regard is to be had to the Act which presently provides for consideration of the following indicia:

(a) the "real substance, practical reality and a true nature of the employment relationship", including whether a firm advanced commitment has arisen by reason of:

(i) the Employee's contract of employment; or

(ii) a mutual understanding or expectation that has arisen between the Employer and the Employee (not rising to the level of a term of that contract or to a variation of any such term); and

(b) having regard to, but not limited to, the following considerations (which may indicate the presence, rather than an absence, of such a commitment):

(i) whether there is an inability of the Employer to elect to offer, or not offer, work to the Employee;

(ii) whether there is an ability of the Employee to elect to accept or reject work (and whether this occurs in practice);

(iii) whether, having regard to the nature of the Employer's enterprise, it is reasonably likely that there will be future availability of continuing work in that enterprise of the kind usually performed by the Employee;

(iv) whether there are full-time Employees or part-time Employees performing the same kind of work in the Employer's enterprise that is usually performed by the Employee; and

(v) whether there is a regular pattern of work for the Employee.

19.3 Subject to the minimum engagement period (or payment in lieu of), a casual Employee's engagement is terminable without prior notice by either party.

19.4 The minimum engagement for a casual Employee is two hours.

19.5 A casual Employee will be paid an hourly rate equal to 1/38th of the weekly salary for the Employee's classification plus 25%. Payments for shift work (clause 34), Saturdays and Sundays (clause 48), Overtime (clause 49) and Public Holidays (clause 56) also apply to casual Employees.

19.6 Except where expressly excluded, a casual Employee will be entitled to receive the allowances prescribed by Part E of this Agreement.

19.7 The following provisions do not apply to casual Employees:

(a) annual leave (clause 57);

(b) purchased leave (clause 60);

(c) paid personal leave (clause 61);

(d) paid compassionate leave (clause 65.6);

(e) absences on defence leave (clause 72);

(f) professional development leave (clause 75) other than clause 75.8 (mandatory training) which does apply to casual Employees;

(g) study leave (clause 76);

(h) examination leave (clause 77);

(i) rosters (clause 45);

(j) notice period before termination (clause 23); and

(k) special disaster leave (clause 72B).

19.8 A casual Employee is entitled to the following:

(a) unpaid personal leave for carer's responsibilities (clause 62);

(b) paid family violence leave (clause 64);

(c) unpaid compassionate leave (clause 65.9);

(d) unpaid pre-adoption leave (clause 67);

(e) parental leave (clause 68) subject to the eligibility requirements of that clause; and

(f) unpaid ceremonial leave (clause 73).

20. Casual Conversion

20.1 Employee requests

(a) A Casual Employee may make a request of an Employer under this clause if:

(i) the Employee has been employed by the Employer for a period of at least 6 months beginning the day the employment started;

(ii) the Employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or part-time Employee (as the case may be); and

(iii) all of the following apply:

(A) the Employee has not, at any time during the period referred to in subclause 20.1(a)(ii), refused an offer for casual conversion made to the Employee;

(B) the Employer has not, at any time during that period, given the Employee a notice in accordance with subclause 20.4(a);

(C) the Employer has not, at any time during that period, given a response to the Employee under clause 20.2 refusing a previous request made under this clause;

(D) the request is not made during the period of 21 days after the period referred to in subclause 20.1(a)(i).

(b) The request must:

(i) be in writing;

(ii) be a request for the Employee to convert:

(A) for an Employee that has worked the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 20.1(a)(ii) – to full-time employment; or

(B) for an Employee that has worked less than the equivalent of full-time hours or shifts on a regular and systematic basis during the period referred to in subclause 20.1(a)(ii) – to part-time employment that is consistent with the regular pattern of hours or shifts worked during that period; and

(iii) be given to the Employer.

20.2 Employer must give a response

The Employer must give the Employee a written response to the request made under clause 20.1 within 21 days after the request is given to the Employer, stating whether the Employer grants or refuses the request.

20.3 Refusals of requests

(a) The Employer must not refuse the request unless:

(i) the Employer has consulted the Employee;

(ii) there are reasonable grounds the refuse the request; and

(iii) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

(b) Without limiting subclause 20.3(a), reasonable grounds for refusing a request include the following:

(i) it would require a significant adjustment to the Employee's hours of work in order for the Employee to be employed as a full-time Employee or part-time Employee;

(ii) the Employee's position will cease to exist in the period of 12 months after giving the request;

(iii) the hours of work which the Employee is required to perform will be significantly reduced in the period of 12 months after giving the request;

(iv) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

(A) the days on which the Employee's hours of work are required to be performed;

(B) the times at which the Employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the Employee is available to work during that period; and

(v) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(c) If the Employer refuses the request, the written response under clause 20.2 must include details of the reasons for the refusal.

20.4 Grants of requests

(a) If the Employer grants the request, the Employer must, within 21 days after the day the request is given to the Employer, give written notice to the Employee of the following:

(i) whether the Employee is converting to full-time employment or part-time employment;

(ii) the Employee's pattern of hours or shifts after the conversion takes effect; and

(iii) the day the Employee's conversion to full-time or part-time employment takes effect.

(b) However, the Employer must discuss with the Employee the matters the Employer intends to specify for the purposes of subclause 20.4(a)(i)-(iii) before giving the notice.

(c) The day specified for the purposes of subclause 20.4(a)(iii) must be the first day of the Employee's first full pay period that starts after the day the notice is given, unless the Employee and Employer agree to another day.

(d) To avoid doubt, the notice may be included in the written response under clause 20.2.

20.5 Effect of conversion

(a) An Employee is taken, on and after the day specified in a notice for the purposes of subclause 20.4(a)(iii), to be a full-time Employee or a part-time Employee of the Employer.

(b) Casual loading will cease, and, subject to clause 70.6, any benefits relating to permanent employment will commence on the day specified in a notice for the purposes of subclause 20.4(a)(iii).

21. Fixed Term Employment

21.1 A fixed term Employee is an Employee who is employed:

(a) for a specified period of time, which period is known at the commencement of the contract; or

(b) for a specified task such as a project or replacement of an absent Employee; or

(c) for a fixed period,

which in each case can be terminated earlier than the relevant expiration date in accordance with subclauses 21.6(c) or (d).

21.2 Subject to clause 21.4, fixed term employment will not be used to fill an ongoing position.

21.3 Limitations on the use of fixed term contracts

(a) Subject to subclause 21.3(b), the following limitations apply to the use of fixed term contracts:

(i) the fixed term contract will not be for an employment term of longer than 2 years, including any extensions or renewals;

(ii) a fixed term contract will not include an option to extend or renew the Employee's employment more than once, or extend or renew such that employment period would be longer than 2 years; and

(iii) the Employer will not offer an Employee a fixed term contract if it is to come into effect after another contract of employment if:

(A) the previous contract included a term that provided the contract would terminate at the end of an identifiable period;

(B) under the previous contract, the Employee was to perform the same, or substantially similar work to that which they are or would be required to work under the new contract; and

(C) at least one of the following applies:

1) the previous contract contained an option to extend, and the contract was extended; or

2) the total employment period will now be more than 2 years; or

3) the new contract contains an option to renew or extend; or

4) the previous contract came into effect after another contract which specified termination at the end of an identifiable period, there was substantial continuity in the employment relationship during the period of the initial contract termination and the previous contract taking effect.

(b) The limitations at 21.3(a) do not apply where:

(i) the Employee is working on a specific task requiring specialised skills not usually available through Employees of the Employer; or

(ii) the Employee's engagement is for the duration of a training arrangement; or

(iii) the Employee is performing essential work during a peak demand period; or

(iv) the Employee is working during emergency circumstances or replacing another Employee who is temporarily absent; or

(v) the Employee's income is above the high-income threshold (which is provided for in the Act); or

(vi) the Employee's position is partially or fully funded by government funding, which has been granted for a set period which is more than 2 years but is unlikely to be renewed;

(vii) the contract relates to a governance position that has a relevant time limit;

(viii) a modern award that covers the Employee otherwise allows for the use of a Fixed Term Contract; or

(ix) the contract is of a kind prescribed by the FW Regulations.

21.4 Examples of where fixed term employment may be appropriate include:

(a) RUSON/RUSOM positions;

(b) Graduate Nurse/Midwife positions;

(c) Post Graduate training positions;

(d) Long term WorkCover replacement;

(e) Special Projects;

(f) Positions created through identifiable funding external to the Employer not being funding that is part of an operating grant from government; and

(g) Backfill including for extended leave (such as Parental Leave and Long Service Leave) and to support flexible working arrangements.

Note: In this context, backfill to support flexible working arrangements does not refer to the Employee on the flexible working arrangement, but instead to an arrangement to work hours that arise from a flexible work arrangement that includes a temporary reduction in hours.

21.5 If an Employer and Employee enter into a fixed term contract which is not permitted under this Agreement, the term of the contract that provides that it will terminate at the end of an identifiable period is taken to have no effect, and the validity of the contract will otherwise not be affected.

21.6 General features of fixed term contracts

(a) An Employee who continues working in the same role for the Employer following the expiry date of a fixed term contract, may, in accordance with the Act, be deemed a permanent Employee.

(b) An Employer must specify the rationale for fixed term employment, in the Employee's Letter of Appointment.

(c) An Employee may terminate the fixed term employment by the giving of notice in accordance with subclause 23.1(e) of this Agreement. No notice is required when the contract has reached its expiry date.

(d) An Employer may terminate a fixed term Employee in accordance with subclauses 15.5(a)(i)(E), 15.5(a)(ii)(A) or 23.1(f).

21.7 Disputes under this clause

All disputes raised under this clause 21 are to be dealt with in accordance with clause 13 (Dispute Resolution Procedure).

21.8 Graduates and Nurses/Midwives undertaking Post Graduate Studies

Graduates and Nurses/Midwives undertaking Post Graduate studies, who have successfully completed their program/course will be offered ongoing employment at the end of their fixed term contract where an appropriately classified vacancy exists.

22. Letter of Appointment

22.1 On commencement of employment, the Employer will provide each Employee with a letter of appointment containing the information set out in Appendix 3.

22.2 Where the appointment is varied, the variation shall be recorded in writing and an updated Letter of Appointment or copy of the variation provided to the Employee within 28 days of the variation.

22.3 Where an updated Letter of Appointment or variation can be generated through an Employee kiosk or similar and is available to the Employee, this will satisfy the requirements of clause 22.2.

22A Employment Checks (applicable from 24 June 2024)

22A.1 Definition

In this clause, Check means a valid:

(a) Police check / certificate

(b) Working with Children Check, and / or

(c) NDIS Worker Screening Check.

22A.2 Requirement to obtain a check

Where an Employee is required by legislation to possess a Check, it is a condition of the Employee's employment that they are required to obtain and maintain their own Check. In circumstances where an Employer requires an Employee to possess a Check where it is not required by legislation, the cost shall be borne by the Employer.

22A.3 Dispute

In the event of a dispute as to whether an Employee is required by legislation to possess a Check, it will be resolved in accordance with clause 13 (Dispute Resolution Procedure).

23. Notice Period before Termination

23.1 Notice Period/ Payment in Lieu

(a) An Employer may terminate the employment of an Employee by providing four weeks' notice in writing.

(b) The notice required by subclause 23.1(a) will be increased by one week if the Employee is over 45 years of age and has completed more than two years' continuous service.

(c) **Continuous service** for the purpose of this clause has the same meaning as it does under clause 70 (Long Service Leave) and will include prior continuous service preceding a transfer of business, except in respect of any period of continuous service for which notice has already been given or paid.

(d) An Employer may make payment in lieu of notice for part or all of the notice period. The payment in lieu of notice must equal or exceed the total of all amounts that the Employer would have paid had the Employee's employment continued until the end of the required notice period. That payment must be calculated on the basis of:

(i) the Employee's ordinary hours of work (even if not standard hours);

(ii) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

(iii) any other amounts payable under the Employee's contract of employment.

(e) An Employee may terminate their employment by providing four weeks' notice to the Employer in writing. Subject to additional financial obligations imposed on the Employer by any legislation, if an Employee fails to give four weeks' notice and the Employer had not agreed to a shorter period of notice, the Employer will have the right to deduct one week's wages due to the Employee provided that the deduction is not unreasonable in the circumstances.

(f) Subclauses 23.1(a) to (d) do not affect an Employer's right to terminate an Employee's employment without notice for serious misconduct.

(g) Subclauses 23.1(a) to (e) do not apply to:

(i) Employees engaged under a fixed term contract;

(ii) Employees engaged for a specific period of time or for a specific task or tasks;

(iii) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

(iv) casual Employees.

23.2 Time off work during notice period

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

23.3 Certificate of Service on termination

A certificate of service including the information at Appendix 6 will be provided to the Employee wherever practicable within 14 days of the date of termination including where a full-time or part-time Employee terminates employment and becomes a casual Employee.

24. Transition to Retirement

24.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.

24.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:

(a) a flexible working arrangement (see clause 16 (Flexible Working Arrangements));

(b) in writing between the parties; or

(c) any combination of the above.

24.3 A transition to retirement arrangement may include but is not limited to:

(a) a reduction in their EFT;

(b) a job share arrangement; or

(c) working in a position at a lower classification or rate of pay.

24.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:

(a) to use accrued Long Service Leave (**LSL**) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or

(b) that, from 24 June 2024, will facilitate an Employee's finishing date as being at the conclusion of any amount of accrued annual leave or LSL the Employee seeks to take where the Employee provides a definite finishing date; or

(c) to be appointed to a role which that has a lower hourly rate of pay or hours (post transition role), in which case:

(i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and

(ii) where LSL is taken or paid out in lieu of termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

PART D – WAGES

25. Salary

25.1 The rates of pay applicable to Employees upon commencement of the Agreement are set out in the applicable column of the table in Part 1 of Appendix 2.

25.2 Employee rates of pay will increase over the life of this Agreement from the following dates in accordance with Part 1 of Appendix 2:

(a) 15 June 2024;

(b) FFPPOOA 1 July 2024;

(c) FFPPOOA 12 May 2025;

(d) 29 November 2025;

(e) FFPPOOA 11 May 2026;

(f) 30 November 2026;

(g) FFPPOOA 10 May 2027; and

(h) 29 November 2027.

25.3 The calculation of the above percentages shall be made to the nearest 10 cents with any amount of 5 cents to be rounded up.

26. Payment of Wages, Employee Records and Related Matters

26.1 Payment

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

26.2 Employee Records

(a) **Payslip**

The Act and FW Regulations set out an Employer's obligations with respect to pay slips, including but not limited to a requirement to specify:

(i) the period to which the pay slip relates;

(ii) the amount of wages to which the Employee is entitled;

(iii) if an amount was deducted from the gross amount of the payment, the name or the name and number of the fund or account into which the deduction was paid; and

(iv) the net amount for each payment.

(b) To the extent reasonably practicable, payslips will record an Employee's accrued annual leave and personal leave.

(c) **Records**

The Act and FW Regulations set out an Employer's obligations with respect to record keeping including but not limited to:

(i) a requirement to keep a record that sets out any leave the Employee takes and the balance (if any) of the Employee's entitlement to that leave from time to time;

(ii) the inspection and copying of an Employee record by the Employee or former Employee to whom the record relates; and

(iii) the requirement to keep accurate Employee records.

(d) **Copying and Inspection of Record**

After receiving a request from an Employee (or a former Employee) for a copy or inspection of their Employee record, the Employer must:

(i) If the Employee record is kept at the premises at which the Employee works:

(A) make the copy available to the Employee at the premises within 3 business days, or

(B) post a copy to the Employee within 14 days after receiving the request, or

(ii) If the Employee record is not kept at the premises at which the Employee works, as soon as practicable after receiving the request:

(A) make the copy available to the Employee at the premises; or

(B) post a copy of the Employee record to the Employee or former Employee.

(e) For the purpose of this clause, an Employee record includes:

(A) any documents or information prescribed by the Act or the FW Regulations;

(B) any leave that the Employee takes; and

(C) the balance (if any) of the Employee's entitlement to that leave from time to time.

26.3 Payment on termination

(a) When an Employee's employment has been terminated by the Employer with notice, payment of all wages and other monies owing to an Employee will be made to the Employee on or before the final day of work of the Employee.

(b) Where the Employer terminates the Employee's employment without notice, payment of all wages and other monies owing to the Employee will made to the Employee within two business days.

(c) When notice of termination of employment has been given by an Employee, payment of all wages and other monies owing to an Employee will be made as soon as practicable but not later than the ordinary pay day following the end of employment.

26.4 Underpayment

(a) Where an underpayment of wages occurs by reason of an error by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected by the end of the next business day at the request of the Employee save that:

(i) except in cases of hardship, amounts less than 2.5% will be processed in the Employee's next pay period; and

(ii) where the Employee notifies the Employer of hardship in respect of an amount owing less than 2.5%, the Employer will make its best endeavours to make the payment owing as soon as possible.

(b) The Employer will notify the Employee of the adjustment being processed and provide the date of payment and any payment identification details.

(c) This clause 26.4 will not apply where:

(i) the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee;

(ii) the underpayment is the result of an Employee error; or

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

26.5 Unresolved Employee requests

(a) Where the Employee has requested the correction of an underpayment as a result of an error as described at subclause 26.4(a) and, by the end of the next business day, the request is unresolved:

(i) The Employee may notify a grievance in accordance with clause 13 of this Agreement, and:

(A) Where a grievance is notified, the Employer will be available to meet with the Employee within two (2) business days and, if still unresolved, more senior managers will be available to meet with the Employee within a further two (2) business days; and

(B) If unresolved after the steps at (A), above, or the Employer does not comply with (A) above, the grievance may be referred to the Commission and the requirements of clause 13.4 will be deemed to have been met.

(b) The WIC will receive a report on the number of grievances arising from unresolved requests on a quarterly basis (or at a different frequency determined by the WIC).

26.6 Biometric Timekeeping

Where an Employer has or introduces biometric timekeeping, the Employer will give consideration to an Employee with genuine difficulties in complying with a requirement to utilise biometric technology to mitigate or avert the impact on that Employee.

27. Superannuation

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

27.1 Definitions

In this clause:

(a) **default fund** means the Aware Super superannuation fund (or its successor) while it provides a "MySuper product" as defined by the Act.

(b) **preferred superannuation fund** means a fund that meets the definition of a superannuation fund in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

27.2 Existing Employees

Employees will have the choice to nominate that the Employer contributions and their own contributions are made to the Employee's preferred superannuation fund (as defined above).

27.3 New Employees

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

(a) the Employee's preferred superannuation fund;

(b) HESTA (or successor); or

(c) Aware Super superannuation funds (or successor).

27.4 Where new Employee does not nominate fund

(a) The Employer must check with the ATO that the Employee does not have a stapled fund. If the Employee has a stapled fund, the superannuation contribution must be paid to that fund, not the default fund.

(b) If the Employee does not nominate a fund, and the ATO does not identify a stapled fund, the Employer will pay the Employee's superannuation contribution to the default fund.

27.5 Calculation of superannuation contributions

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

(a) ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings;

(b) on and from 1 July 2026, the following additional periods:

(i) defence leave;

(ii) jury service; and

(iii) no safe job leave (whether paid or unpaid);

(c) any additional amounts consistent with the trust deed of the superannuation fund; and

(d) parental leave (paid and unpaid) in accordance with clause 27.6.

Note: Superannuation contributions during a period of worker's compensation leave taken after 1 July 2026 are set out at clause 27.8.

27.6 Superannuation during parental leave

The Employer will make superannuation contributions throughout any period of parental leave, paid or unpaid. Except as provided at (c) below, such contributions will be calculated as follows:

(a) The Employee's ordinary time earnings as defined in the *Superannuation Guarantee (Administration) Act 1992* (Cth) calculated on the Employee's pre-salary packaging earnings and any additional amounts consistent with the trust deed of the superannuation fund over 26 full pay periods immediately prior to commencing parental leave and divided by 52 (**Weekly Parental Leave Super Contribution**), subject to any amendment required by (b)(ii) below;

(b) The Weekly Parental Leave Super Contribution will be paid during each week of parental leave (both paid and unpaid) save that:

(i) the Employee will receive a pro rata payment for a period less than one (1) week;

(ii) where, during the period of parental leave (either paid or unpaid), the Employee's rate of pay increases under clause 25.2, the Employee's pre-salary packaging earnings as calculated above will be increased accordingly from the relevant date and superannuation paid on the increased amount; and

(iii) Where, during a period of parental leave, the Employer also pays the Employee ordinary time earnings relating to that period, the superannuation contribution will be calculated in accordance with (a) and (b) above, less any superannuation payment made by the Employer in respect of those ordinary time earnings.

(c) Information regarding superannuation contributions under this clause 27.6 will be included on a payslip or Employee portal at the same time as it would if the Employee was not on parental leave.

27.7 Timing of Superannuation contributions

Superannuation payments will be paid into the Employee's nominated superannuation account:

(a) during the week following wages being paid, or

(b) in the case of an Employee on parental leave where there are no wages, the week following the pay period to which the superannuation entitlement relates,

where this is operationally possible, but not later than would be the case were it a superannuation guarantee payment.

27.8 Superannuation during worker's compensation leave

From 1 July 2026, the Employer will make contributions throughout any period during which a worker is receiving weekly benefits for worker's compensation (during first 52 weeks of a

claim). Such contributions will be calculated based on the Employee's scheme-determined Pre-Injury Average Weekly Earnings (**PIAWE**).

28. Salary Packaging

28.1 An Employee may elect to salary package the current salary specified in Appendix 2 in accordance with the Employer's policy.

28.2 The Employee will compensate the Employer from within their salary, for any Fringe Benefits Tax (**FBT**) incurred as a consequence of the Employee's salary packaging arrangement. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the Employee's salary packaging arrangements.

28.3 The Employee may elect to convert the amount packaged to salary for any reason, including where salary packaging ceases to be an advantage to the Employee because of subsequent changes to FBT legislation. Any costs associated with the conversion to salary will be borne by the Employee and the Employer will not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

28.4 From 24 June 2024, where an overpayment to the salary packaging provider occurs as a result of Employer error, the Employer will refund the overpayment to the Employee and recover the money from the provider. Where all or part of the overpayment is subsequently refunded to the Employee by the provider, the Employer and Employee will take all reasonable steps to reach agreement on an appropriate resolution to:

(a) address the repayment being made more than once; and

(b) ensure that the Employee is neither advantaged nor disadvantaged as a result of the overpayment,

provided that if agreement cannot be reached, the matter will be resolved in accordance with clause 13 (Dispute Resolution Procedure).

28.5 The Employee will be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs will be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

28.6 Employees who are considering salary packaging should seek independent financial advice. The Employer will not be responsible for the cost or outcome of any such advice.

28.7 Superannuation contributions paid by the Employer into an approved fund will be calculated on the Employee's pre-packaged rate of pay.

29. Compensation Make-up Pay

29.1 Entitlement to compensation make-up pay

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

29.2 Definitions (applicable from 24 June 2024)

(a) **Compensation make-up** pay means:

(i) In the case of an Employee with no current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings, less the amount of weekly compensation.

(ii) In the case of an Employee with a current work capacity, a payment equal to the Scheme-determined Pre-Injury Average Weekly Earnings less the amount of weekly compensation and less the average amount the Employee is earning in suitable employment.

(b) **Injury** under this clause has the same meaning as workers' compensation legislation and includes a disease contracted by an Employee in the course of the Employee's employment.

(c) **Scheme-determined Pre-Injury Average Weekly Earnings** (or **PIAWE**) is the amount determined by the WorkCover Agent or WorkSafe Victoria under the WIRC Act to be the Employee's PIAWE for the purposes of the claim.

29.3 Maximum payment

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

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

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

(a) in respect of any Injury during the first five normal working days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive workers compensation in which case compensation make-up pay will apply from the first day of the incapacity;

(b) to any incapacity occurring during the first two weeks of employment unless that incapacity continues beyond the first two weeks in which case Compensation make-up pay will apply only to the period of incapacity after the first two weeks;

(c) during any period when the Employee fails to comply with the requirements of the WIRC Act with regard to examination by a medical practitioner;

(d) where the Injury for which the Employee is receiving weekly compensation payments is a pre-existing Injury that work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration, and the Employee failed to disclose the Injury on engagement:

(i) following a request to do so by the Employer;

(ii) the Employer providing the Employee details of the requirements of the position; and

(iii) where the Employee knew, or ought to have known, that the nature of the Injury may impact on the ability of the Employee to undertake the work.

(e) where the Injury subject to recurrence, aggravation or acceleration as provided under workers' compensation legislation or industrial diseases contracted by a gradual process, unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month;

(f) where in accordance with the WIRC Act, a medical practitioner provides information to an Employer of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by an Employer but not commenced by an Employee;

(g) when the claim has been ceased or redeemed in accordance with the WIRC Act; or

(h) in respect of any paid leave of absence.

29.5 Reduction of compensation

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

29.6 Termination of employment

(a) **Termination of Employment by the Employee**

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

(i) if an Employee with partial incapacity cannot obtain suitable employment from the Employer but such alternative employment is available with another Employer; and

(ii) the Employee, if required, provides evidence to the Employer of the continuing payment of weekly compensation payments.

(b) **Termination of Employment by the Employer**

An entitlement to Compensation make-up pay does not cease on termination where the Employer terminates the Employee's employment, except where the termination is for serious and wilful misconduct.

29.7 Civil damage claims

(a) An Employee receiving or who received Compensation make-up pay must advise the Employer of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgment or settlement on that injury.

(b) Where an Employee obtains a judgment or settlement for damages in respect of an Injury for which the Employee received Compensation make-up pay, the Employer's liability to pay Compensation make-up pay ceases from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the Compensation make-up pay paid by the Employer. Where damages from a judgment or settlement are not reduced to take into account Compensation make-up pay paid by the Employer (in whole or part), the Employee must repay the Employer the Compensation make-up pay to the extent the damages were not reduced.

(c) Where an Employee obtains a judgment or settlement for damages against a person other than the Employer in respect of an Injury for which the Employee received Compensation make-up pay, the Employer's liability to pay Compensation make-up pay will cease from the date of such judgment or settlement where the damages are not reduced (in whole or part) by the amount of Compensation make-up pay made by the Employer. The Employee must pay to their Employer any amount of Compensation make-up pay already received in respect of that Injury by which the judgment or settlement has not been so reduced.

PART E – ALLOWANCES AND REIMBURSEMENTS

30. Allowances

30.1 The rates for allowances are set out in Appendix 2.

Note: Excepting vehicle, uniform, laundry, change of shift and meal allowances, allowances are calculated to the nearest 10 cents with any amount of 5 cents being rounded up.

Change of shift allowances payable pursuant to clause 41 are calculated to the nearest 5 cents, portions of a cent being disregarded.

30A. Lead Apron Allowance

30A.1 An Employee who is required as part of their usual duties to wear a lead apron, is to be paid the Lead Apron Allowance in Appendix 2 for each shift or part thereof on which the lead apron is worn.

30A.2 Additional Break

In addition to the breaks prescribed at clause 44 (Breaks), Employees who are required to wear lead for greater than three hours continuously will be entitled to a 10-minute paid break. The break is to be taken as soon as practicable after it is due and without the expectation of wearing the apron during the break. Such breaks may be taken in conjunction with meal or other breaks provided under this Agreement.

31. Qualification Allowance

Note: See clause 4.2 (Definitions) regarding the interpretation of relevance.

31.1 Entitlement

(a) An Employee will be entitled to a qualification allowance, where an Employee has a:

(i) relevant qualification, which includes where at least one component is relevant, as described in clause 4.2, in addition to their base nursing or midwifery qualification;

(ii) base qualification that is a double degree or Masters degree; or

(iii) a Certificate IV in Training and Assessment.

(b) In the case of the entitlement under subclause 31.1(a)(ii), the qualification allowance will be payable after one year of experience in an area where the qualification is relevant.

(c) In the case of the entitlement under subclause 31.1(a)(iii), the qualification allowance will be payable only where the Employee is required by their Employer to hold a Certificate IV in Training and Assessment (or equivalent).

31.2 One Qualification Allowance Only

An Employee holding more than one qualification is entitled to one qualification allowance only, being the allowance for the highest qualification held for all ordinary hours worked, including where an Employee has multiple roles.

31.3 Evidence - Qualifications held on commencement with Employer

(a) An Employer must maintain a work system that requests the submission of evidence and records the qualification/s held by the Employee who commences after this Agreement comes into operation.

(b) Where an Employee who commences after this Agreement comes into operation holds a relevant qualification as described at clause 31.1, the Employee will be entitled to payment from the commencement of Employment except where the Employee did not advise the Employer of the relevant qualification in accordance with the Employer's work system including the provision of evidence.

(c) The exception at (b) does not apply where:

(i) The Employer did not maintain a work system as described at (a), or

(ii) The Employer has otherwise recognised the relevant qualification such as by engaging the Employee in a position where the relevant qualification is mandatory.

31.4 Evidence - Qualifications obtained during Employment with Employer

(a) An Employee claiming an entitlement to a qualification allowance must provide to the Employer evidence of that Employee holding the qualification for which the entitlement is claimed.

(b) An Employee claiming an entitlement to a qualification allowance will receive a substantive written response from the Employer (confirming its applicability or otherwise) within 28 days of the Employee complying with subclause 31.4(a).

(c) An Employee will meet the evidence requirements described in subclause 31.4(a) when they have provided the Employer with evidence from the education/training provider that would satisfy a reasonable person that the Employee has obtained the qualification for which the allowance is claimed, for example:

(i) the award of the qualification;

(ii) the certificate of the qualification; or

(iii) transcript from the education/training provider,

payable from the FFPPOOA on or after the evidence is provided.

31.5 Rates for Qualification Allowances

(a) **Registered Nurses and Midwives**

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

(i) The rate for "**RN/Midwife Hospital / Grad Certificate**" in Appendix 2, Part 2 – for a Hospital Certificate or Graduate Certificate or equivalent. An equivalent may include a Certificate obtained from training or an education facilities provider (such as infection control certificates from the Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing;

(ii) The rate for "**RN/Midwife Post Grad Diploma or Degree**" in Appendix 2, Part 2 – for a Postgraduate Diploma, Degree or a Double Degree;

(iii) The rate for "**RN/Midwife Masters**" in Appendix 2, Part 2 – for a Masters;

(iv) The rate for "**RN/Midwife PhD**" in Appendix 2, Part 2 – for a Doctorate or a PhD.

(b) **Enrolled Nurses**

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

(A) The rate for "**EN 6 MONTH COURSE**" in Appendix 2, Part 2 – for a certificate or qualification for a course of six months' duration.

(B) The rate for "**EN 12 MONTH COURSE**" in Appendix 2, Part 2 – for a certificate or qualification for a course of 12 months' duration.

(ii) Where the course is offered in both full time and less than full time modes, the references in this clause to 6 months and 12 months are a reference to the course duration in full time mode.

(c) **Enrolled Nurses Post Basic Courses**

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

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

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

(d) **Exclusion – Enrolled Nurses**

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

(e) **Certificate IV in Training and Assessment Allowance rate**

The rate for "**Cert IV TAE Allowance**" as set out in Appendix 2, Part 2.

31.6 Relocation

An Employee in receipt of a qualification allowance who is relocated by the Employer in accordance with clause 37 (Travelling and Relocation) or clause 41A (Change of Ward Allowance) of this Agreement into an area where the qualification is not relevant, will continue to receive the qualification allowance.

31.7 Payment During Leave

(a) A qualification allowance will be paid during all periods of leave except, in respect to a Registered Nurse or Midwife, sick leave beyond 21 days in any 12-month period and long service leave.

(b) In the case of annual leave, a qualification allowance is added to those components detailed at clause 57.8 (Annual leave loading or penalties) that form the 'projected roster' leave loading mode. If the Employee receives the 17.5% leave loading mode, the Employee does not receive the allowance in addition to leave loading.

31.8 Pro rata entitlement

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

32. Rural and Isolated Practice Allowance

32.1 Entitlement

(a) A Registered Nurse or Midwife who has:

(i) completed the education to undertake the duties of a Rural and Isolated Practice Registered Nurse (**RIPRN**) (or equivalent); and

(ii) whose Employer may from time to time require them to undertake the duties of a RIPRN (or equivalent),

will be paid, in addition to their salary, in accordance with the "**RIPRN Allowance**" rate in Appendix 2, Part 2 on all hours, including overtime.

(b) This allowance is to be included as salary for all employment related purposes including superannuation and leave entitlements.

32.2 Exception

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

32A Endorsed Midwife

32A.1 Definition

An Endorsed Midwife is a Midwife who:

(a) Currently holds a NMBA endorsement for scheduled medicines for midwives; and

(b) Is contracted to or otherwise required by the Employer to undertake any of the core functions of an Endorsed Midwife, as identified by the Nursing and Midwifery Board of Australia.

32A.2 Entitlement – from 1 June 2025

(a) A Midwife who meets the definition of an Endorsed Midwife in accordance with 32A.1(a) and (b) above will be paid, in addition to their salary, in accordance with the "**Endorsed Midwife**" rate in Appendix 2, Part 2 on all hours, including overtime.

(b) This allowance is to be included as salary for all employment related purposes including superannuation and leave entitlements.

32A.3 Interaction between Qualification Allowance and Endorsed Midwife Allowance

An Endorsed Midwife who is in receipt of an allowance under this clause 32A is not precluded from receiving a Qualification Allowance under clause 31 in addition.

32B Sole Midwife Allowance

(a) FFPPOOA 1 May 2024, a Midwife is entitled to be paid a Sole Midwife Allowance in accordance with Appendix 2, Part 2, for each shift worked where:

(i) The ward provides maternity service care inclusive of one or more of the following: antenatal, post-natal, birthing suites or maternity assessment services and non-maternity service care;

(ii) the Registered Nurse in charge of the ward on a shift is not also a Midwife; and

(iii) the Midwife is the sole Midwife on duty within that ward (regardless of any on-call midwife or caseload model midwife).

(b) In the circumstances of (a), a Midwife working on that ward, on that shift, will be recorded in writing (which could include a notation on the roster) as the **Sole Midwife** for that shift.

33. Allowances Related to Overtime

33.1 Meal allowance

(a) **Meals where overtime worked beyond one hour**

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

(i) where an Employer has its own cooking and dining facilities, an adequate meal; or

(ii) the relevant meal allowance as set out in Appendix 2.

(b) **Qualification for meal or payment**

(i) The entitlement under subclause 33.1(a) arises where in addition to a shift an Employee is required to work more than:

(A) one hour beyond the usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowance is 'Allowance A'; or

(B) five hours beyond the usual finishing hour of work (Monday to Sunday inclusive) in which case the relevant allowances are 'Allowance A' and 'Allowance B'.

(ii) The entitlement under subclause 33.1(a) arises where, on a rostered day off an Employee is required to work more than:

(A) five hours overtime, in which case the relevant allowance is 'Allowance A'; or

(B) nine hours overtime, in which case the relevant allowances are 'Allowance A' and 'Allowance B'.

(c) **Where provision does not apply**

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

(i) receives an adequate meal as described at subclause 33.1(a)(i); or

(ii) the Employee could reasonably return home for a meal within the period allowed.

(d) **Same day payment**

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

(e) **Payments are in addition**

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

33.2 On Call Allowance

(a) An Employee may be rostered to be "on call".

(b) On call means available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty.

(c) An Employee rostered to be on call will be paid the "on call allowance" set out in Appendix 2, Part 2, per 12-hour period or part thereof commencing with the following rates from 17 May 2024:

(i) Monday to Friday inclusive - $77.20;

(ii) Saturday - $115.80;

(iii) Sunday or public holiday - $135.10; and

(iv) Weekend public holiday - $202.70.

(d) The telephone allowance in the 2020 Agreement does not apply from 1 May 2024 and has been included in the rates at 33.2(c)(i) above.

(e) An Employee rostered to be on call for a period spanning two days over which two different on call allowances apply will receive a payment which is equal to the allowance payable for the day attracting the higher allowance.

33.3 Travel and Recall

(a) Employees recalled to work outside their ordinary rostered hours and using their own vehicle for transport to the place of work and return will receive the vehicle allowance as per clause 36 (Vehicle Allowance) for reasonable kilometres travelled.

(b) Employees rostered on call and recalled who do not use their own vehicle will, at the expense of the Employer, be provided with suitable transport to the place of work. The return journey will be in accordance with clause 49.6 (Transport following overtime – all Employees).

34. Shift Allowance

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

34.1 Definitions

In this clause 34:

(a) **Morning shift** means any shift that commences between 6:00 p.m. and 6:30 a.m.

(b) **Afternoon shift** means any shift that finishes between 6:00 p.m. and 8 a.m.

(c) **Night shift** means any shift that finishes on the day after commencing duty or commences after midnight and before 5.00 a.m.

(d) **Sunday night shift** means a shift worked by a full-time or part-time Employee that commences on Sunday and concludes on Monday.

34.2 Application

Where a shift meets more than one definition as set out at clause 34.1, the Employee will be paid one shift allowance only, with the higher shift allowance applying where the rates differ.

34.3 Allowances

In addition to any other rates prescribed elsewhere in this Agreement, the Employee will receive the following allowances where an Employee works:

(a) A **Morning Shift**: an amount set out in Appendix 2 per rostered period of duty;

(b) An **Afternoon Shift**: an amount set out in Appendix 2 per rostered period of duty;

(c) A **Night Shift**:

(i) In the case of a casual Employee, the amount referred to as the Casual Night Shift Allowance in Appendix 2 per period of duty;

(ii) In the case of an Employee who is not a casual Employee until 15 May 2025, the rate at (c)(i) above as set out in Appendix 2; or

(iii) In the case of an Employee who is not a casual Employee from 15 May 2025:

(A) the rate at (c)(i) above plus 12.5% for a Night Shift commencing on a Monday, Tuesday, Wednesday or Thursday as set out in Appendix 2;

(B) the rate at (c)(i) above plus 25% for a Night Shift commencing on a Friday or Saturday as set out in Appendix 2; or

(C) the Sunday Night shift rate in Appendix 2 plus 12.5% for a Sunday Night Shift.

35. Higher Duties

35.1 General entitlement to higher duties payment – Registered Nurse or Midwife

(a) Subject to clauses 35.2, 35.3, 35.4 and 35.5, a Registered Nurse or Midwife engaged on duties attracting a higher Level, grade or sub-grade than the Level, grade or sub-grade in which the Employee is ordinarily employed:

(i) in any one shift for more than two hours will be paid for the full shift at the minimum rate for that higher Level, grade or sub-grade; or

(ii) for two hours or less, only the time so worked will be paid for at that higher Level, grade or sub-grade.

(b) **Level** for the purposes of this clause 0 means a role in which the weekly salary in Appendix 2 for that role is higher than the Employee's normal role.

35.2 General entitlement to higher duties allowance – Enrolled Nurse

(a) Where an Enrolled Nurse Employee is required to replace an ANUM In Charge of a high care residential aged care ward they will be paid the ANUM rate for that period.

(b) During the shift the Enrolled Nurse must have access to a Registered Nurse.

(c) In a high care residential aged care ward, an Enrolled Nurse can only be appointed to replace an ANUM as in charge where a Registered Nurse is not available to be rostered in charge.

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

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

35.4 Entitlement to higher duties payment for ANUM/AMUM acting as NUM/MUM

An ANUM or AMUM required to relieve a NUM or MUM who is absent for more than five days will be paid at the rate of pay for the Nurse Manager grade applicable to the substantive position (be it NM 2, NM 3 or NM 4) for the entire period of relief.

35.5 Entitlement to higher duties payment for Registered Nurse or Registered Midwife acting as ANUM/AMUM

Provided that clause 90.2 (Associate Nurse/Midwife Unit Managers) is complied with, a Registered Nurse or Registered Midwife who relieves in an ANUM/AMUM position will be

paid at the minimum rate for that classification only where she/he is engaged for the full day or shift in that classification.

35.6 Entitlement to higher duties payment for Registered Nurse or Registered Midwife acting as NUM/MUM

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

(b) A Registered Nurse or Registered Midwife who is not an ANUM or AMUM, who is required to act in charge of a ward or unit during an off duty period of a NUM/MUM, will be paid at the Nurse Manager grade applicable to the substantive position (be it NM 2, NM 3 or NM 4) for the entire shift unless:

(i) in the case of a 24 hour a day, seven day per week Ward or Unit that is compliant with subclause 90.2(a)(i);

(ii) the ANUM/AMUM in whose place the Registered Nurse or Registered Midwife acts, is on any form of leave; or

(iii) for a reasonable period where the vacancy arises directly from the termination of employment of an ANUM/AMUM while a replacement ANUM/AMUM is being recruited,

in which case a Registered Nurse or Registered Midwife will be paid at the minimum rate applicable to the ANUM/AMUM position which would normally be in charge on that shift.

36. Vehicle Allowance

36.1 Employees required to use their own car, motorcycle or bicycle in connection with their duties will be paid the applicable vehicle allowance as set out in Appendix 2. The minimum payment for each occasion of use is set out in Appendix 2.

36.2 In Appendix 2, **Cylinder** refers to the number of cylinders in a vehicle's engine, and **Electric car** refers to a vehicle which has an electric motor instead of an internal combustion engine.

37. Travelling and Relocation

This clause concerns payment only and is not intended to exclude the requirements of clause 11 (Consultation) or 12 (Redundancy and Associated Entitlements) or create a new right to be directed to work at another location.

37.1 In this clause **Base Employment Campus** means a Campus of the Employer at which the Employee ordinarily starts and finishes work.

37.2 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus **during** a shift, the Employee will be paid the vehicle allowance at clause 36, above.

For the avoidance of doubt, the travel will occur within paid time.

37.3 Living away from home (applicable from 24 June 2024)

(a) Where an Employee is required by their Employer to live away from their home, the Employee will be provided the following at the expense of the Employer:

(i) reasonable accommodation, food and drinks; or

(ii) if any of the benefits described in clause 37.3(a)(i) cannot be provided, payment of an equivalent allowance covering each benefit that is not provided. The allowance(s) will be calculated as follows:

(A) at the maximum applicable rate determined by the ATO for the relevant benefit (i.e. food, drink and/or accommodation expenses) from time to time; or

(B) if the amount paid by the Employee for accommodation, food or drink exceeds the ATO guideline amount and was reasonably incurred, the total cost of the accommodation, food and/or drink, subject to the Employee providing reasonable evidence to substantiate the cost(s) and their reasonableness.

Note: For vehicle allowances, see clause 36.

37.4 Where an Employee is required by the Employer to temporarily relocate from their Base Employment Campus to another Campus **prior** to a shift, the Employee will:

(a) be reimbursed for additional travelling cost to the Employee (where applicable) excluding time spent travelling (which is addressed at (b) below); and

(b) where travel time increases by 15 minutes or greater (to and return) be paid an allowance equal to the Employee's ordinary rate for the additional time spent when compared to the Employee's travel time to the Base Employment Campus.

Nothing in this clause 37.4 prevents an Employer requiring the travel to occur within the rostered shift.

37.5 Where an Employee is required by the Employer to permanently relocate from their Base Employment Campus to another Campus as a result of **redundancy**, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with clause 12.6 of this Agreement (Relocation).

For the avoidance of doubt, nothing in this clause limits the obligations regarding redundancy contained at clause 12 of this Agreement.

37.6 Where an Employee's position is required by the Employer to permanently relocate from their Base Employment Campus to another Campus and the Employee's position is **not redundant**, the Employee will be reimbursed for additional travel costs (where applicable) in accordance with subclauses 12.6(b)-(f) of this Agreement.

For the avoidance of doubt, where this is a result of a Major Change, as defined in clause 11.2, the terms of clause 11 will apply, save that the Employer will not be required to take additional steps to mitigate or avert the cost of the relocation.

37.7 This clause does not apply to:

(a) an Employee whose role goes across Campuses;

(b) Employees who genuinely choose to work across different Campuses and it is not a requirement of the Employer, such as where an Employee elects to pick up an additional shift/s on another Campus on a permanent or ad hoc basis;

(c) Casuals; or

(d) in the case of clauses 37.3 and 37.6, the Stand Alone Community Health Centres specified in Appendix 1 of this Agreement.

37.8 Special provisions relating to particular travel

(a) Employees whose duties require them to travel will be paid first class fares and all reasonable out-of-pocket expenses.

(b) Employees engaged for a distant position where a definite period of engagement is not stated will, after six months' continuous service, receive a refund of first class railway, coach or plane fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.

(c) Employees engaged for a distant position for a definite period will, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

38. Uniform and Laundry Allowance

38.1 Where an Employer requires an Employee to wear a particular type or style of uniform, the Employer will provide this at no cost to the Employee. Payment in lieu of providing the Uniform is not permitted.

38.2 Where a Uniform is not provided by the Employer, the Employee will be paid a uniform allowance at the daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.

38.3 Where laundering by or at the expense of the Employer is not provided, the Employee will be paid a laundry allowance at the daily or weekly rate set out in Appendix 2, whichever is the lesser amount in total.

38.4 The uniform allowances but not the laundry will be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 consecutive days. Where, prior to taking leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

38.5 Where an Employer provides an Employee with Uniforms, all articles so provided remain the property of the Employer.

38.6 For the purposes of this clause 38, **Uniform** means such apparel as may be required by the Employer.

39. Childcare Reimbursement

39.1 Where Employees are required by the Employer to work overtime and where less than 24 hours' notice of the requirement to perform such overtime work has been given by the Employer, other than recall when placed on call, the Employee will be reimbursed for reasonable childcare expenses incurred.

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

40. Change of Roster Allowance

See clause 45.8 (Change of Roster Allowance) and Appendix 2.

41. Change of Shift Allowance Preservation – ENs only

41.1 Change of Shift Allowance preservation

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

(a) an Existing Employee is an Employee who was employed as an Enrolled Nurse by an Employer covered by the Nurses and Midwives (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2012 – 2016 (**2012 Agreement**) on 6 July 2012.

(b) a Certificate of Service in accordance with Appendix 6 will constitute acceptable evidence that the Employee is an Existing Employee.

41.2 Capping of Change of Shift Allowance for Existing Employees

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

(a) **An Enrolled Nurse employed by their Employer as at 11 June 2002**

An Existing Employee who is an Enrolled Nurse and was employed by their Employer as at 11 June 2002 will continue to receive two (2) or more change of shift per pay period/fortnight payments in accordance with their existing agreement with their Employer. Such agreement may be in writing or based on custom and practice.

(b) **Other Existing Employees**

(i) An Existing Employee who is an Enrolled Nurse, to whom subclause 41.2(a) above does not apply, will continue to have change of shift allowance payments per pay period capped with the cap determined under the 2012 Agreement continuing to apply, except where:

(A) an Employee chooses to work fixed shifts and never works shifts that would entitle the Employee to payment under the Nurses (Victorian Public Sector) Multiple Employer Agreement 2004 – 2007, unless a cap historically applied to Employees working fixed shifts; or

(B) the Employee commences employment with a new Employer, in which case the applicable cap applies for that ward/area/Campus/health service, whichever is the higher.

(ii) For the avoidance of doubt, the process for setting a cap for Employees under this subclause is contained in the 2012 Agreement.

41A Change of Ward Allowance

41A.1 Definitions

In this clause:

(a) **Base Ward** means the Ward or Unit to which the Employee was rostered to work in accordance with clause 45 (Rosters).

(b) **Multi Base Ward Employee** means an Employee who is contracted to work on more than one Base Ward.

41A.2 Relocation from Base Ward – from 26 June 2024

(a) The Employer will ensure that rosters are issued on a per ward or unit basis.

(b) The allowance under this clause shall apply from 26 June 2024.

(c) Where, at the initiative of the Employer, an Employee performs their rostered shift at a ward, unit or Department that is not their Base Ward, the Employee will be entitled to the Change of Ward Allowance.

(d) The Change of Ward Allowance is set out in Appendix 2, Part 2.

41A.3 Change of Ward Allowance - exceptions

The allowance in this clause does not apply to:

(a) A casual Employee, including a Bank Employee;

(b) A Pool Employee;

(c) Subject to subclause 41A.6 below, an Employee whose role is genuinely not ward based, such as an After Hours Coordinator, Educators, Advanced Practice Nurse/Midwife or who does not ordinarily work in a ward;

(d) An Employee not rostered to work in an aged care ward, undertaking ad hoc assessment or supervision duties in an aged care ward for part of a shift;

(e) An additional shift that a part-time Employee has agreed to work, unless relocated from the ward on which the additional shift was scheduled to take place;

(f) A post-registration student who is required to operate in another ward, unit or department due to their academic requirements;

(g) A Nurse/Midwife who is required to follow their patient to other units/wards e.g. Diagnostic Imaging and Operating Theatre;

(h) Working from home arrangements or other like arrangements;

(i) Community Health Centres; or

(j) A Multi Base Ward Employee to the extent they are working on a Base Ward in accordance with their roster.

Example: An Employee is contracted to work on Ward A on some days, and Ward B on other days. Ward A and Ward B are Base Wards for the purposes of this clause. A Multi Base Ward Employee who, at the initiative of the Employer, performs their rostered shift at a ward, unit or department that is not their Base Ward, will be entitled to the Change of Ward Allowance.

41A.4 Anti-avoidance

Employers must not seek to circumvent this provision by, for example, defining multiple wards as one ward, declaring Employees to be part of a pool arrangement or Multi Base Ward Employee contrary to their wishes, amalgamating cost centres, or not rostering to a ward, unit, clinical section or department where that would ordinarily be the case.

41A.5 Additional Provisions

Additional provisions apply where an Employee redeploys to a Campus that is not their Base Employment Campus, (see clause 37), or the redeployment is as a result of the Employee being an Affected Employee (see clauses 11 and/or 12).

41A.6 An Employee will also be eligible for the Change of Ward allowance in the following circumstances in a manner consistent with the principles at 41A.2, 41A.3 and 41A.4 above:

(a) if not ordinarily ward based, but is relocated/redeployed into a ward to provide direct patient care; or

(b) where a Base Ward has more than one readily identifiable clinical section, and the Employee is rostered to work in one clinical section of a ward/unit who is allocated into another clinical section of a ward/unit. Clinical sections for the purposes of this subclause 41A.6(b) include birth suite, special care nursery and post-natal, in some Maternity Wards or recovery and operating theatres in a surgical suite.

Example for subclause 41A.6(b):

Susan is a midwife on a maternity ward that includes post-natal, birth suite and special care nursery. On Tuesday Susan is rostered to work in birth suite, but is reallocated to post-natal. The Change of Ward allowance applies.

(c) The application of this subclause consistent with 41A.2, 41A.3 and 41A.4 will be overseen by the WIC and, without limiting any right under clause 13, unresolved disputes will be escalated to the Central Implementation Committee and, if unresolved to the Statewide Industry Panel under clause 14.

41B Hyperbaric Allowance

41B.1 From 1 June 2024 an Employee working in, or on call for, a hyperbaric chamber shall be paid the additional allowance at Appendix 2:

(a) For each shift in which the Employee undertakes a pressurisation/dive; and

(b) In addition to the on-call allowance, for each period of on call where the Employee must comply with restrictions because, in the event of recall, they may be required to undertake a pressurisation/dive.

41B.2 This allowance is not payable during periods of leave.

41C. Four Clear Days Allowance

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

41C.1 From 24 June 2024, subject to clause 41C.2 below, commencing from the first 28-day roster posted after the date this Agreement commences operation, an Employee is entitled to four clear days in each fortnight of each 28-day roster period free from duty, including on-call/recall work.

41C.2 An Employee who does not receive four clear days off duty as described in clause 41C.1 in a four-week roster period will be paid an allowance of 3.167 hours' ordinary pay (pro rata for part-time Employees) on each applicable occasion.

41C.3 Alternative

(a) An Employer or Union covered by this Agreement may propose alternative arrangements to clause 41C.2 to apply to a ward or unit. The proposal may be

implemented where the Employer, the Union and the majority of affected Employees genuinely agree.

(b) Any proposal under subclause 41C.3(a) will be provided in writing to the affected Employees and Union.

PART F – HOURS OF WORK AND RELATED MATTERS

42. Hours of Work

42.1 The ordinary hours of work will be 38 or an average of 38 hours per week worked:

(a) in a one week period – 38 hours worked as five shifts of not more than eight hours each; or

(b) in a two week period – 76 hours worked as not more than ten shifts of not more than eight hours each; or

(c) in a four week period – 152 hours worked as nineteen shifts of eight hours each;

(d) in a five week period – 190 hours worked as nineteen night shifts of ten hours each; or

(e) by mutual agreement:

(i) any shift length or combination provided that the length of any ordinary shift will not exceed ten hours; or

(ii) in shifts of up to 12 hours in accordance with a 12 hour shift agreement under clause 42.8.

42.2 Work for each shift will be continuous except as provided at clause 44 (Breaks).

42.3 Subject to the roster provision clause 45 (Rosters), not more than 48 ordinary hours be worked in any week.

42.4 The hours of work in this clause will be the maximum ordinary hours for a shift.

42.5 In the case of the health services or Campuses named at clause 42.6 below, or any successor or amalgamation of these health service or Campuses, hours of work for full-time and part-time Employees will be performed as follows:

(a) for a shift other than a night shift, 8 hours;

(b) for night shift, 10 hours; or

(c) in respect to residential aged care wards/Campuses of Bendigo Health, for night shift, 9.5 hours.

42.6 The named health services/Campuses are:

(a) Bairnsdale Regional Health Service (all Campuses);

(b) Rural Northwest Health (all Campuses);

(c) Otway Health (all Campuses);

(d) Bendigo Health (all residential aged care wards/Campuses);

(e) Maldon Health (all Campuses);

(f) Benalla Health (all Campuses);

(g) Djerriwarrh Health Services (all Campuses);

(h) Gippsland Southern Health Service (all Campuses);

(i) Hepburn Health Service (Creswick Campus);

(j) Rochester and Elmore District Health Service (all Campuses);

(k) Cohuna District Hospital (all Campuses);

(l) Yarrawonga District Health Service (all Campuses);

(m) Central Gippsland Health Service (all Campuses);

(n) Maryborough District Health Service (all Campuses);

(o) Heathcote Health (all Campuses);

(p) Goulburn Valley Health (Tatura Campus);

(q) Beechworth Health Service (all Campuses);

(r) East Wimmera Health Service (St Arnaud Campus);

(s) East Wimmera Health Service (Donald Campus);

(t) Kilmore District Health (all Campuses);

(u) Cobram District Health (all Campuses);

(v) Kyneton District Health Hospital & Community Care (all Campuses);

(w) West Gippsland Healthcare Group;

(x) Mansfield Hospital;

(y) East Wimmera Health Service (Charlton, Wycheproof and Birchip Campuses);

(z) Grampians Health (Edenhope and District Memorial Hospital Campus);

(aa) Western District Health Service (Hamilton and Penshurst Campuses);

(bb) Kerang District Health;

(cc) Latrobe Regional Hospital;

(dd) Alexandra District Hospital;

(ee) Echuca Health (Aged Care); and

(ff) Casterton Memorial Hospital.

42.7 Employers named at subclauses 42.6(cc), (dd), (ee) and (ff) will implement the hours of work above as follows:

(a) The Employers whose Campuses are named at subclauses 42.6(cc), (dd), (ee) and (ff) will implement the hours of work as soon as practicable but not later than 1 January 2025.

(b) In the event of any dispute arising regarding Employee support for the new hours of work at subclauses 42.6(cc), (dd), (ee) and (ff), the matter will be dealt

with in accordance with clause 93.8 (Implementation of a non-complying proposal).

(c) Nothing in this clause 42.7 requires the implementation of the hours at clause 42.5 where the Employee does not work on a 24/7 ward.

(d) The implementation of the new hours of work is not to affect an Employee's normal or customary working days or shift arrangements, except to the extent of the shift duration.

(e) An Employer will not require an Employee to reduce their contracted hours directly or indirectly as a result of the change to hours of work.

(f) The process of implementation of the hours of work arrangements at clause 42.5 must also comply with clause 11 (Consultation).

(g) Notwithstanding anything else in this clause, in the event an Employer, because of recruitment difficulties, is unable to implement the hours of work arrangement by the date specified in clause 42.7 despite taking all reasonable and practical steps to comply, the Employer will notify the Unions and the VHIA in writing. Either the Unions or the VHIA may refer the matter to the Commission who may do one or more of the following:

(i) extend the implementation date by up to six (6) months; and/or

(ii) require the Employer to take steps towards implementation in accordance with such timetables as the Commission determines are just and fair.

42.8 12 Hour Shift Agreement

(a) An Employer has a 12 Hour Shift Agreement where:

(i) the Employer had, at the time this Agreement commenced, an existing 12 Hour Shift Agreement reduced to writing and signed by the Employer party and the ANMF;

(ii) the Employer was, at the time this Agreement commenced, conducting a trial for 12 hour shifts. A trial under this clause requires written agreement with the ANMF;

(iii) during the operation of this Agreement, a new trial for 12 hour shifts is, by agreement with the ANMF, conducted; or

(iv) following a trial, any agreed outcome for an ongoing 12 hour shift agreement will be reduced to writing and signed by the Employer party and the ANMF.

(b) A 12 Hour Shift agreement that commences after this Agreement comes into operation will be implemented in accordance with clause 93.8 (Implementation of a non-complying proposal) of this Agreement.

(c) Any 12 hour shift trial or agreement must allow, as a minimum, for 2 meal breaks per 12 hour shift - one unpaid 30 minute meal break and one 20 minute paid meal break and three 10 minute paid tea breaks.

(d) A 12 hour shift trial or agreement may be terminated either:

(i) in the manner provided in the shift trial or agreement; or

(ii) in the case of the Employer, following consultation in accordance with clause 11 of this Agreement (Consultation) and, where relevant, clause 12 (Redundancy and Associated Entitlements).

42A Permanent Night Shift

Note: This clause does not apply to casual Employees. It is the intent of this provision to maximise the use of permanent night shift employees.

42A.1 Permanent Night Shift Employment

(a) In this clause, a **permanent night shift employee** means a full or part-time Employee who only works on night shift subject to the provisions of clause 42A.6.

(b) Utilisation of permanent night shift employees will be the preferred approach to staffing at night wherever possible.

42A.2 Permanent Night Shift Employment – Employee Request

(a) An Employee may make a written request to work permanent night shift and an Employer may only refuse on reasonable business grounds.

(b) Where an Employee makes a written request, the Employer will respond in writing within 21 days.

(c) Where an Employer proposes to refuse the request on reasonable business grounds, the Employer will notify the Employee in writing of those reasonable business grounds and will offer to meet with the Employee to discuss the request before a decision is made.

42A.3 Permanent Night Shift Employment – Transitional 1 July 2024 to 30 September 2024

(a) With respect to wards or units with a night shift, the Employer will advise Employees who, in the previous 12 months or prior to commencing any period of extended leave:

(i) were working as permanent night shift employees as defined at clause 42A.1 that they will be appointed as permanent night shift employees by 30 September 2024, unless they indicate they do not wish to be so appointed.

(ii) were working as permanent night shift employees as defined at clause 42A.1 as part of a temporary variation, flexible work arrangement or comparable situation ("**the arrangement**") they will be appointed as permanent night shift for the duration of the arrangement in respect to that ward or unit.

(iii) worked night shift other than as a permanent night shift employee (i.e. worked night shifts and other shifts) to express an interest in continuing to work night shifts, and the amount of night shift they wish to continue working.

(b) Employees at (iii) above will, where practicable, be offered night shifts in accordance with their expressed amount of desired night shift, in respect to that ward or unit.

(c) Following the process described at subclause 42A.3(a), the Employer will seek expressions of interest from Employees with respect to the remaining night shifts

necessary to meet the night shift staffing requirements for that ward or unit by 31 August 2024.

(d) In responding to expressions of interest, subject to any skill mix requirements, full or part time staff for whom the ward is their Base Ward will be preferred in determining permanent night shift status.

(e) The Employer will provide progress reports to the WIC of progress in implementing this clause 42A.3.

42A.4 Post transition - Permanent Night Shift Employment Vacancy

Where a vacancy (whether permanent or temporary) on night shift occurs after 30 August 2024, the Employer will seek to fill it with a permanent night shift employee.

42A.5 Provision of education to permanent night shift employees

(a) Wherever practicable, permanent night shift employees will be offered education during their night shift.

(b) Where this is not practicable and it is necessary to roster the Employee to shifts other than night shift for the purpose of providing education, this will occur without loss of income to the Employee.

(c) Nothing in this clause 42A is intended to alter an Employer's rights regarding undertaking performance management in accordance with clause 15 to support Employees. Performance management has the same meaning as set out at subclauses 15.7(b) and (c) of this Agreement.

42A.6 Other provisions

(a) Where an Employer seeks to end an Employee's status as a permanent night shift employee, the provisions of clause 11A shall apply and a notice period of not less than 8 weeks will be provided.

(b) An Employee who is a permanent night shift worker must have a minimum 47 hours break before working other shifts unless requested by the Employer to return earlier.

42A.7 Review

The Employers will work with the ANMF to evaluate the changes above to ensure there are no unintended consequences, with reports being provided to the WIC.

42B Night Shift Rostering Principles (other than permanent night shift employees)

Note: This clause does not apply to casual Employees.

42B.1 General

The purpose of this clause is to support and give effect to those parts of the 'Developing Employee-Centred Rostering Principles' Report and Recommendations with respect to rostering duty, particularly in relation to:

(a) offering flexibility in how night duty is rostered is important for nurses and midwives to be able to support their health and wellbeing. It is important to support and encourage staff to have input into how their night duty is rostered; and

(b) Giving nurses and midwives a choice of permanent night duty, rostered blocks of night duty or ad hoc rostered night duty may have a positive impact on staff satisfaction. Ensure clear processes are in place to support this so that there is a fair allocation of non-permanent night duty.

42B.2 Night shift – rostering in blocks

Where night shift is performed by Employees who are not permanent night shift employees as defined at clause 42A.1, the Employer will, by not later than 30 November 2024, establish rostering principles to provide greater choice as to when and how night shift work is performed, including in planned blocks across a 12-month period.

42B.3 Break after night shifts

An Employee, other than a permanent night shift employee, required to work night shifts must have a minimum 47 hours break before working other shifts unless requested by the Employer to return earlier.

42B.4 Review

The Employers will work with the ANMF to evaluate the changes above to ensure there are no unintended consequences, with reports being provided to the WIC twice yearly or as otherwise determined by the WIC.

43. Accrued Days Off

43.1 Accrual of ADOs

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

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

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

43.2 Taking of ADOs

Wherever practicable, an ADO will be on the date requested by the Employee.

43.3 Maximum number of ADOs

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

43.4 ADOs and annual leave

See also clause 57 (Annual Leave).

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

43.5 ADOs on public holidays

See also clause 56 (Public Holidays).

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

43.6 ADOs and short shifts

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

43.7 ADOs and termination of employment

Upon termination of employment if the Employee has:

(a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee will be reduced by the total ADOs or portion taken in advance; and

(b) untaken ADOs (in part or whole) at the time of termination, the Employee will be paid the untaken ADOs.

43.8 ADOs and reduction in ordinary hours

Where an Employee reduces their ordinary hours and the Employee has:

(a) taken an ADO (in part or whole) in advance of accruing the necessary hours, the salary of the Employee of the Employee will be reduced by the total ADOs or portion taken in advance; and

(b) untaken ADOs (in part or whole) at the time of the reduction in ordinary hours, the Employee will elect to either be paid out the ADOs, take the ADOs at a time agreed with the Employer or a combination of both.

44. Breaks

44.1 Meal breaks

(a) An Employee will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

(b) Employees are entitled to leave the ward/unit area during their meal break.

(c) An Employee unable to take a meal break (including where an Employee is not entitled to leave the ward/unit area for their meal break) will be paid for the meal break as time worked at their ordinary rate plus 50%.

(d) **Meal break not taken - escalation**

Each Employer will describe, in writing, the steps to be taken where an Employee does not take a scheduled meal break to ensure that:

(i) wherever possible, the meal break is rescheduled and taken during the shift; and

(ii) consideration is given to what caused the Employee to miss the scheduled meal break and whether any additional action is required to address those causes to reduce the likelihood of recurrence.

(e) **Crib time**

Where Employees are regularly unable to take their meal breaks (including because the Employee is not entitled to leave the ward for their meal break), a 'crib time' arrangement will operate. The crib time arrangement entitles an Employee to a paid meal interval of not less than 20 minutes to commence between three hours and five hours of duty.

44.2 Tea breaks

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

44.3 Clothing change

Where an Employee performs a role that requires changing into and/or out of specific clothes that are necessary to perform work - such as theatre - or is required to wear full PPE (i.e. mask, face shield, and gown), the Employer will ensure there are arrangements providing that this occurs during paid time.

45. Rosters

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

45.1 Subject to clause 45.10, the ordinary hours of full-time and part-time Employees will be worked according to a written roster that will:

(a) be of at least 28 days duration;

(b) be posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Unions, without notice; and

(c) as far as is practicable reflect the roster each Employee will work.

Nothing in this clause precludes an Employer from also issuing the roster or the on-call roster in electronic form.

45.2 Rosters will:

(a) set out:

(i) the Employees' daily ordinary working hours;

(ii) starting and finishing times; and

(iii) meal intervals;

(b) have a staffing and skill mix that complies with the Safe Patient Care Act if applicable to that ward or unit;

(c) allocate a Registered Nurse/Registered Midwife to be in charge of each shift;

(d) not change without at least fourteen days' notice of a change in roster other than in an emergency situation external to the Employer, subject to 45.8 below;

(e) provide an Employee who works 0.8 EFT or more with two consecutive days off per week. Nothing in this subclause (e) is intended to:

(i) restrict an Employee requesting single days off, including as a self rostering request; or

(ii) prevent an Employee who works 0.8 EFT or more from having a single day off rostered where they also have consecutive days off rostered that week.

See clause 44 for further information on the requirement for an Employer to have a system that records meal breaks.

45.3 Roster not posted at least 28 days before it comes into operation

(a) From 8 July 2024, where a roster is not posted 28 days in advance as required by clause 45.1, each shift in the roster that is worked with less than 28 days' notice shall attract a change of roster allowance as prescribed at subclause 45.8(ii).

Example: A roster for a ward was posted 25 days before coming into effect, rather than 28 days as required by clause 45.1. A change of roster is payable for those shifts worked on the roster with less than 28 days' notice.

(b) The provisions of subclause 45.3(a) do not apply where:

(i) In respect of a shift that the Employee agrees to work as an additional shift under the supplementary roster;

(ii) In respect of a shift that the Employee works that already attracts the Change of Roster allowance under clause 45.8;

(iii) The shift was not rostered in advance because the Employee swapped shifts by agreement with another Employee; or

(iv) The roster is varied in accordance with this Agreement, for example clauses 45.5 or 45.8.

45.4 Breaks between Rostered Shifts

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

45.5 Fixed Rosters

(a) An Employee, by making a written request to the Employer, may have a roster fixed by mutual agreement (subject to the other provisions of this Agreement) in lieu of the provisions of clauses 45.1 to 45.2 save that:

(i) an Employer will not unreasonably refuse a request for a fixed roster agreement where the Employee can demonstrate a regular and systematic pattern of work (as defined below);

(A) **regular and systematic pattern of work** means working set days or shifts in a demonstrable pattern over the preceding six months (recognising that additional ordinary shifts may be worked around that fixed pattern); but

(B) does not include shifts worked because the Employee who usually works them is on extended leave;

(ii) where a fixed roster agreement is made, the Employer will provide the Employee with an amended Letter of Appointment detailing the fixed roster agreement which will be consistent with the **regular and systematic pattern of work described at (A) and (B) above**; and

(iii) where the Employer proposes to change the Employee's fixed roster agreement, the terms of clause 11 (Consultation) or clause 11A (Consultation about changes to rosters or hours of work) will apply, depending on the circumstances.

(b) A written request for a fixed roster may be made in circumstances where the Employer is proposing to alter, or has recently altered, the Employee's regular and systematic pattern of work.

(c) An Employee may end the fixed roster agreement at any time by giving written notice to the Employer. In such a case, the roster for the Employee will be set according to the provisions of clauses 45.1 to 45.2 above from the commencement of the next full roster period being not less than five clear days after the written notice is received.

45.6 Replacing unplanned absences

(a) **Reasonable effort to replace with permanent Employee**

(i) In the event a vacancy occurs on the roster arising from an unplanned absence of the rostered Employee, a reasonable effort must be made to fill the vacancy with a permanent Employee working no less than the same shift length as was rostered.

(ii) In this clause, **a reasonable effort** means:

(A) contacting nurses/midwives who are available including in accordance with the supplementary roster;

(B) if the shift is not filled, reasonable attempts to ask nurses/midwives on that ward/unit to fill the vacancy (except where it would result in overtime); and

(C) if the shift is not filled, seeking to allocate a Pool Employee.

(iii) The Employer will document its attempts to replace the vacancy which must be available for inspection by the Union and local Union representatives upon request.

(b) **Use of bank or agency staff**

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

45.7 On-Call Rosters

The intent of this clause is to ensure Employees have a reasonably predictable pattern of work during the on-call roster period. This clause does not apply to casual Employees, DONs or Deputy DONs.

(a) **Planned on-call arrangement** means the on-call arrangements the Employer would reasonably expect to be required within the work location at the time the on-call roster is released.

(b) Planned on-call arrangements for full-time and part-time Employees will be:

(i) worked according to a written roster of at least 28 days duration; and

(ii) posted at least 28 days before it comes into operation in each work location where it can be readily seen by Employees and representatives of the Employees, including the Union, without notice.

(c) Nothing in this clause prevents an Employer placing an Employee on call in circumstances where the requirement for the Employee to be rostered on call was not known at the time the roster was released, save that where this occurs, the allowance at clause 45.8 applies.

(d) On-call/recall payments are located at Appendix 2.

45.8 Change of Roster Allowance

(a) If the Employer changes an Employee's roster or planned on call roster once set in accordance with clauses 45.1 or 45.7, other than as excepted in subclause 45.2(d), the Change of Roster Allowance will apply in relation to each change as follows:

(i) 7 days' or less notice, the applicable rate in Appendix 2, Part 2; and

(ii) 8 to 14 days' notice, the applicable rate in Appendix 2, Part 2.

This allowance is not payable to a part-time Employee for an additional shift worked unless the circumstances described in clause 46.4 (Supplementary Roster and Additional Shifts) apply.

(b) If an additional shift is worked by a part-time Employee other than under the supplementary roster, it attracts the Change of Roster Allowance as described at subclause 45.8(a)(ii) above.

(c) This clause 45.8 does not apply to those circumstances covered by clause 41A (Change of Ward Allowance) unless the start and/or finish time on the Employee’s roster, in relation to ordinary hours, also change.

45.9 Rosters which include work on public holidays

(a) Employers must implement a policy or procedure for the issuance and finalisation of rosters which cover the performance of work on a public holiday under the Act.

(b) The policy / procedure referenced at subclause 45.9(a) above should:

(i) set out the process for an Employee to request not to work on a public holiday they are requested to work; and

(ii) set out the process for the Employer to provide a written response to an Employee's request not to work on a public holiday they are requested to work.

(c) An Employer who receives a request under subclause 45.9(b)(i) must accept that request unless the Employer determines that the refusal is not reasonable in the circumstances. The factors an Employer must consider when determining whether a request is not reasonable include:

(i) whether the Employee has clearly explained a reason for refusing to work on the relevant public holiday;

(ii) the nature of the Employers’ workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

(iii) the capacity for the Employer to find a replacement Employee to perform the same work;

(iv) the Employee's personal circumstances (including family responsibilities) to the extent that those circumstances have been disclosed to the Employer;

(v) whether the Employee could reasonably have expected the Employer to request that they work on the public holiday(s);

(vi) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects expectation of, work on the public holiday(s);

(vii) the type of employment of the Employee (e.g., whether full-time, part-time, casual or shiftwork);

(viii) the amount of notice in advance of the public holiday given by the Employer when making the request;

(ix) the amount of notice in advance of the public holiday given by the Employee when refusing the request;

(x) the number of public holidays the Employee has previously worked and been required to work in recent roster durations; and

(xi) any other relevant matter.

(d) Where the Employer has requested an Employee to work any public holiday(s) and either:

(i) the Employee has not made a request not to work the public holiday in accordance with the policy or procedure referenced at subclause 45.9(a) above; or

(ii) the Employer has determined that a request was not reasonable (taking into account the factors in subclause 45.9(c)),

the Employer may require the Employee to work on the relevant public holiday(s).

45.10 Employees not required to have a roster

(a) The requirement to have a roster at clause 45.1 and payments for failing to post a roster at clause 45.3 do not apply to those Employees who are genuinely not required to work in accordance with a roster. Whether an Employee is genuinely not required to work in accordance with a roster shall be determined on the circumstances including:

(i) The nature of the role and the environment in which it operates;

(ii) The practice at the worksite; and/or

(iii) That the Employee's work hours are set or self-directed.

(b) This clause 45.10 does not limit an Employer's obligations in respect to on-call rosters.

(c) By not later than 1 November 2024 the Employer will provide the WIC with a list of existing Employee positions it says do not work in accordance with a roster. Any disputes about whether such Employees are genuinely not required to work

in accordance with a roster (for the purposes of subclause (a) above) that are not resolved at the WIC will be referred to the Central Implementation Committee.

(d) Where the Employer is proposing to create a position to which this clause 45.10 applies, this information will be included in the change impact statement required under clause 11 (Consultation).

45A Portfolio Work In Paid Time

45A.1 Employees with a portfolio or administrative responsibility allocated by their Employer, will be provided with reasonable paid time to undertake such responsibilities.

45A.2 The allocation of paid time for Employees with allocated portfolio or administrative responsibilities will be a priority item for the WIC.

46. Supplementary Roster and Additional Shifts

46.1 In addition to the roster under clause 45 (Rosters), the Employer will maintain a supplementary roster.

46.2 A supplementary roster facilitates additional shifts worked on a voluntary basis. The supplementary roster will:

(a) display vacant shifts which Employees can nominate to work; and

(b) contain a 'stand-by' facility where Employees wishing to work extra shifts can nominate the days/shifts they wish to work should such vacancies arise in the normal roster.

46.3 Vacancies that arise in the normal roster issued under clause 45 will, as far as possible, be filled through the supplementary roster.

46.4 If a vacancy in the roster:

(a) is filled under the supplementary roster, the additional shift is an 'additional shift worked by agreement' and does not attract the 'change of roster' allowance under clause 45 (Rosters);

(b) cannot be filled from the supplementary roster, an Employee may be requested to work an additional shift (subject to the provisions of this Agreement) and the additional shift attracts the 'change of roster' allowance in Appendix 2 in addition to any other entitlement on each such occasion.

46.5 Nothing in this clause prevents an Employer from operating an electronic supplementary roster that:

(a) meets the objectives of clause 46.2; and

(b) meets the objectives of clause 46.2 in part and by agreement with the Central Implementation Committee at clause 80.11 save that if the Central Implementation Committee is unable to reach agreement regarding the proposed electronic roster, the matter will be referred to a mediator for resolution.

46.6 A contract of employment that requires an Employee be available for extra shifts does not override this provision.

46.7 Overtime remains payable where it would otherwise apply, such as double shifts and recall.

46.8 This clause does not inhibit Employees swapping shifts amongst themselves (subject to operational requirements) in which case no change of roster allowance is payable.

46.9 Where an Employee is requested by the Employer to work an additional shift other than by the supplementary roster, each such additional shift worked will attract the "change of roster allowance" in Appendix 2 in addition to any other entitlement on each such occasion.

47. Avoidance and Management of Short Shifts

47.1 Meaning of 'Short Shift'

Short Shift is defined at clause 4 (Definitions).

47.2 No short shifts on night duty

Short Shifts must not be utilised on night duty.

47.3 Use of short shifts

(a) Except as provided at clauses 47.5, 47.7 and 47.8 below, up to two Short Shifts may be used for a ward or unit per day using no more than two of the following:

(i) one 'AM' shift (commencing and concluding within the 'AM' shift); and/or

(ii) one 'PM' shift (commencing and concluding within the 'PM' shift); and/or

(iii) one cross over shift, being a shift that commences before 12.00pm and concludes during the 'PM' shift.

(b) These limitations do not apply to Short Shifts in addition to ratios.

(c) No existing shift length as at the commencement date of this Agreement will be reduced by the operation of (b) above.

47.4 Short shifts only by agreement

(a) An Employee will not be rostered to work Short Shifts unless the Employee agrees to work them.

(b) An Employee working a Short Shift arrangement may cease that arrangement by giving 28 days' written notice to the Employer that they wish to work full shift lengths and the arrangement will cease in the next roster or, if a roster has already been posted in accordance with clause 45.1, the following roster posted.

(c) Nothing in this clause allows for the unilateral changing of an Employee's contract of employment.

47.5 Replacement of rostered shift/s

(a) **Considerations in the use of replacement shifts**

(i) The Employer will use a full shift to replace unplanned vacancies unless, after making a reasonable effort as described at clause 45.8 (Replacing unplanned absences) to fill the vacancy on the roster with a permanent Employee, the Employer has not been successful in which case subclause 47.5(b) below applies.

(ii) The Employer must use a nurse bank Employee or, if unsuccessful, an agency staff member at the full shift length, except where the nurse in charge of the ward determines a Short Shift will not have a negative impact on patient care, safe staffing and related matters, having regard to all the circumstances on the relevant ward/unit including:

(A) patient safety/acuity;

(B) skill mix;

(C) the time at which the absence was notified;

(D) whether the ward/unit is staffing above the ratios under the Safe Patient Care Act;

(E) the number of short shifts on the ward;

(F) the nature of any professional development being provided by the Employer;

(G) the capacity for Employees to attend professional development; and

(H) whether there is any pre-arranged education for casual staff.

(b) **Other options**

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

47.6 ADOs (full-time Employees)

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

47.7 Exception – workload management proposal

(a) Short Shifts may be rostered beyond the limit specified at clause 47.3 where it forms part of an EFT neutral workload management proposal implemented under clause 93 of this Agreement (Proposals to Vary Specific Matters).

(b) A workload management proposal to roster short shifts beyond the limit specified at clause 47.3 that is not EFT neutral cannot be made under this Agreement.

47.8 Limited Exception – aged care and rehabilitation units

(a) The exception that applied to aged care and rehabilitation wards under clause 47.8 of the 2020 Agreement will continue to apply subject to the following:

(i) If the Employer seeks to maintain the exception, notify the Central Implementation Committee in writing (at clause 80) by no later than 6 months from the Agreement coming into operation, following which it will be considered in accordance with subclause 47.8(b) below.

(ii) If the Employer does not advise the Central Implementation Committee in writing within 6 months of the Agreement coming into operation, the exception ceases to have effect, and the limits on Short Shifts prescribed in clause 47 above will apply.

(b) Where the Central Implementation Committee receives a notification under subclause 47.8(a)(ii), it will consider whether it supports the continuation of the exception taking into account all the circumstances including, but not limited to:

(i) The preference of Employees in the relevant ward/unit;

(ii) The preference of Employees working short shifts; and

(iii) The operational requirements of the Employer.

(c) In the event that the Central Implementation Committee cannot reach a decision, the matter will be resolved in accordance with clause 14 (Statewide Industry Panel) on the basis of whether it is reasonable in all the circumstances for the existing exception to continue.

Note: The exception at clause 47.8 applied only to aged care and rehabilitation units that, as of 31 March 2012, had Short Shift arrangements in place for more than two Short Shifts per day and, under the exception, could use up to three Short Shifts per ward or unit in any configuration over the AM and PM shifts.

48. Special Rates for Saturdays and Sundays

This clause does not apply to DONs and Deputy DONs.

The term 'ordinary hours of work' is a reference to hours of work that are not at overtime rates.

48.1 All ordinary hours of work between midnight on Friday and midnight on Sunday will be paid for at the rate of time and a half.

48.2 For a casual Employee – all ordinary hours of work between midnight on Friday and midnight on Sunday will be paid for at the rate of 187.5% from 17 May 2024.

48.3 The rates for overtime performed between midnight on Friday and midnight on Sunday are set out at clause 49 (Overtime).

49. Overtime

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

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

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

49.2 Overtime Penalty Rates

(a) **Overtime** means work requested or directed by the Employer that is performed:

(i) in addition to the full-time ordinary hours described at clause 42.1 (Hours for an ordinary week's work), save for the exception at clause 55.1 relating to Daylight Saving Time;

(ii) in addition to clause 42.3 and subject to clause 55.1;

(iii) in addition to the Employee's rostered shift length;

(iv) where a break of at least eight hours has not been provided between successive shifts – for all work performed until a break of eight hours is provided; or

(v) as recall to duty, including recall on a public holiday.

(b) Overtime is also as provided at clause 53 (Rest Period after Overtime/Recall).

(c) Overtime (including for a double shift as defined at subclause 49.6(c)) is to be paid as follows:

(i) Monday to Friday (inclusive) – time and half for the first two hours, double time thereafter;

(ii) Saturday and Sunday – double time; and

(iii) Public Holidays – see clause 56 (Public Holidays).

(d) For a casual Employee, Overtime will be calculated and paid at the rate of:

(i) Monday to Friday (inclusive) – 175% for the first two hours (which equates to time and a half plus the casual loading of 25%) and 225% (double time plus casual loading of 25%) for all subsequent hours;

(ii) Saturday and Sunday– 225% (which equates to double time plus the casual loading of 25%); and

(iii) Public Holidays – see clause 56 (Public Holidays).

(e) When calculating overtime payments, each day or shift will stand alone. Where a period of overtime worked commences on one day and finishes on another, the calculation of overtime will be treated as if the overtime took place in a single day or shift.

Example: An Employee commences overtime at 10pm on Monday and it concludes at 2am. The Employee shall be paid time and a half for the first 2 hours (10pm to midnight) and double time thereafter (midnight to 2am).

(f) If, due to organisational or institutional circumstances, difficulties arise from the requirement that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the matter may be dealt with in accordance with the Dispute Resolution Procedure in the Agreement.

(g) **Rest break during overtime**

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

49.3 Reasonable overtime

(a) In determining whether overtime is "reasonable overtime" for the purposes of clause 49.1, the following must be taken into account:

(i) any risk to Employee health and safety from working the additional hours;

(ii) the Employee's personal circumstances, including family responsibilities;

(iii) the needs of the workplace or enterprise in which the Employee is employed;

(iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(v) any notice given by the Employer of any request or requirement to work the additional hours;

(vi) any notice given by the Employee of their intention to refuse to work the additional hours;

(vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;

(viii) the nature of the Employee's role, and the Employee's level of responsibility; and

(ix) any other relevant matter.

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

49.4 Approval of Overtime

(a) A request or direction made by the nurse or midwife in charge of the ward that an Employee work overtime is, for the purposes of this clause, a direction or request of the Employer regardless of whether subclause 49.4(b) is complied with.

(b) An Employer may create policies and procedures regarding the process the nurse or midwife in charge of the ward is required to undertake prior to approving overtime.

49.5 Time off instead of payment for overtime

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

49.6 Transport following overtime

(a) Where an Employee finishes a period of overtime at a time when reasonable means of transport are not available for the Employee to return to their place of residence the Employer will provide adequate transport free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

(b) Where overtime is a result of a double shift, the provisions at subclause 49.6(c) below (Additional Provisions for Double Shifts) also apply.

(c) **Additional Provisions for Double Shifts**

(i) A double shift occurs where a non-casual Employee has worked 14 or more continuous hours (inclusive of any paid or unpaid breaks).

(ii) An Employee who works a double shift will be entitled to overtime in accordance with subclause 49.2(c).

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

(A) allow breaks of at least 10 minutes' duration in each two hours worked; and

(B) adequate transport will be provided free of cost to the Employee, including the return journey where the Employee's vehicle remains at the workplace.

50. Recall – Return to Workplace

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

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

50.3 From 24 June 2024, each period of recall under this clause within an on-call period will stand alone, provided that:

(a) only the first period of recall within an on-call period will result in a lower overtime penalty (if applicable under subclause 49.2(c)); and

(b) consecutive periods of on-call will be treated as a single period of on-call for the purposes of (a) above.

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

50.5 The time spent travelling to and from the place of duty will be deemed to be time worked.

50.6 From 8 July 2024, if an Employee is recalled and is subsequently not required to commence work the Employee is entitled to the minimum payment at clause 50.1 above.

50.7 Emergency on-call/recall

(a) An Employee rostered on call for the purposes of recall to staff an emergency in a Catheter Laboratory or Operating Theatre (including anaesthetics and recovery) will not be required to work overtime or be otherwise recalled other than for the emergency during that on-call period, subject to (b) below.

(b) An Employee to whom (a) applies:

(i) may be required to remain at work beyond the completion of rostered ordinary hours to conclude a procedure that commenced before the conclusion of rostered ordinary hours;

(ii) will be entitled to recall to duty in the event they remain on-duty after the completion of a procedure that commenced before the conclusion of rostered ordinary hours; and

(iii) from 8 July 2024, despite (ii) above, will be entitled to recall to duty if the Employee is required to work for 90 minutes or more of overtime after the conclusion of rostered ordinary hours (including where a case continues).

(c) As far as practicable, and having regard to fatigue considerations, each Employer will seek to ensure that non-emergency overtime/recall will be allocated to Employees to whom (a) does not apply.

51. Recall – Without Return to Workplace

51.1 Where recall to duty can be managed without the Employee having to return to their workplace, such as by telephone or computer, the Employee will be paid a minimum of 1 hour at the appropriate overtime rate for each occasion, provided that multiple recalls within a discrete hour will not attract additional payment.

51.2 Where the Employee is due to commence rostered ordinary hours within 4 hours of the completion of the last recall, and the cumulative recall work in the 8 hours immediately preceding rostered duty meets the following criteria:

(a) has exceeded two hours work (rather than the time paid); or

(b) comprises 3 or more recalls over a period of 4 hours or more,

The Employer will:

(c) not require the Employee to resume or to continue to work without having had 10 consecutive hours off duty without loss of pay for rostered ordinary hours; or

(d) pay the Employee at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

52. Right to Disconnect

This clause does not apply to casual Employees.

This clause applies from 8 July 2024.

52.1 General

The **Right to Disconnect** refers to an Employee's right under the Act to be able to disengage from work and refrain from engaging in work-related communications, such as emails, telephone calls or other messages, while an Employee is off-duty, including during periods of approved leave or rostered days off.

The primary challenge to an Employee's Right to Disconnect is out of hours contact to determine availability for additional shifts.

52.2 Filling vacancies through the Supplementary Roster

This Agreement makes provision for:

(a) Availability arrangements via the supplementary rosters,

(b) Change of roster allowance, and

(c) On-call and recall arrangements.

The Employer will consult the Supplementary Roster before reliance on mechanisms described at subclauses (b) or (c) above, or otherwise contacting an Employee (including through text message or instant messaging applications (e.g. WhatsApp) to determine their availability for an additional shift or different shift.

52.3 Employer Obligations to Support Right to Disconnect

To support the Right of Employees to Disconnect, the Employer will:

(a) Undertake a review of its arrangements for contacting Employees out of hours to determine availability, to ensure the system for contact is as efficient as possible, avoiding unnecessary contacts (such as multiple incidents of contact for the same shift) and prioritising use of the supplementary roster; and

(b) Report the results of the review under subclause 52.3(a) to the WIC and the status of supplementary roster arrangements.

(c) The actions made under subclauses 52.3(a) and (b) shall occur within the first six months of this Agreement commencing operation and shall be reported to the WIC.

(d) The WIC will work cooperatively to address any identified instances of contact inconsistent with the clause during the life of this Agreement.

52.4 Employee Right to Disconnect in relation to requests for additional or changed hours of work

Employees are not required to read or respond to emails, messages or phone calls outside of their on-duty periods with respect to offers or requests for additional or changed hours of work unless:

(a) the Employee has indicated availability for the relevant shift in accordance with clause 46 (Supplementary Roster and Additional Shifts);

(b) the Employee is in receipt of the on-call allowance for that period as set out in clause 33.2; or

(c) the Employee has been directed by the Employer to perform overtime.

53. Rest Period after Overtime/Recall

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

53.1 When overtime is worked the Employees should have at least 10 consecutive hours off duty between finishing the overtime and the next successive shift.

53.2 Unless clause 54 applies:

(a) an Employee who works so much overtime that the Employee would not have had at least 10 consecutive hours off duty between the completion of overtime and the commencement of the next rostered shift then, subject to this clause, the Employee will be released after completion of overtime until the Employee has had 10 consecutive hours off duty, without loss of pay for rostered ordinary hours occurring during such absence.

(b) if an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty, the Employee will be paid at the rate of double time until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

53.3 If the requirements at clause 53.2 result in an Employee commencing ordinary hours with 3 or fewer hours remaining in their rostered shift, the Employee will be paid for the entire rostered shift without any requirement to attend for duty.

53.4 The Employer is not to change an Employee's rostered shift/s to avoid the requirements at clause 53.2.

54. Rest Period after Excessive Hours

54.1 A non-Casual Employee who:

(a) normally works four or more shifts per week; and

(b) has worked 14 or more continuous hours (from 24 June 2024, this is inclusive of any paid or unpaid breaks) that include any hours of the Employee's rostered day off,

will be granted a substitute rostered day off on a working day (without loss of pay) as soon as practicable, but not later than 14 days from the excessive hours worked.

55. Daylight Saving

See also clauses 49 (Overtime) and 0 (Accrued Days Off).

55.1 Despite the overtime provisions of this Agreement, if an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee will be paid for the actual hours worked at the ordinary time rate of pay.

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

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

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

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

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

PART G – PUBLIC HOLIDAYS, LEAVE AND RELATED MATTERS

56. Public Holidays

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

56.1 An Employee will be entitled to paid time off (or penalty payments for time worked) in respect of public holidays in accordance with this clause.

56.2 Subject to clause 56.4, the public holidays to which this clause applies are the days determined under Victorian law as public holidays in respect of the following occasions:

(a) New Year's Day, Australia Day, Christmas Day and Boxing Day; and

(b) Good Friday, the Saturday immediately before Easter Sunday (**Easter Saturday**), Easter Sunday, Easter Monday, Anzac Day, King's Birthday and Labour Day; and

(c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined under Victorian law for a particular locality;

(d) the Friday before the AFL Grand Final;

(e) any additional public holiday declared or prescribed in Victoria or a locality in respect of occasions other than those set out in subclause 56.2(a); and

(f) If a day or days are not determined in respect of any of the occasions in subclause 56.2(a), (b) or (c) under Victorian law in any year, the public holiday for that occasion will be the day or date upon which the public holiday was observed in the previous year.

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

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

(a) Weekend Workers and casual Employees will receive penalty payments pursuant to clause 56.5 for time worked on the Actual Day or on the Other Day (as defined) if the Employee does not work ordinary hours on the Actual Day; and

(a) all other Employees will receive penalty payments pursuant to clause 56.5 for time worked on the Other Day (as defined).

56.4 Substitution of one public holiday for another

(a) An Employer and Employee may agree to substitute another day for a day that would otherwise be a public holiday under the Act or this Agreement.

(b) An Employer and Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the Act or this Agreement.

(c) Where an agreement under subclause (a) or (b) is reached, it will be recorded in writing and a copy given to the Employee.

56.5 Penalty Payments in respect of public holidays

(a) An Employee, other than a casual Employee, who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause 56.3) will be entitled to be paid;

(i) 200% (based on 1/38th of the weekly salary set out in Appendix 2) for the time worked on a public holiday Monday to Friday; or

(ii) 250% (based on 1/38th of the weekly salary set out in Appendix 2 for the time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).

(b) A casual Employee who performs work (including overtime work) on a public holiday (or where Christmas Day, Boxing Day, New Year's Day or Australia Day fall on a weekend, the day to which penalty rates apply pursuant to clause 56.3) will be entitled to be paid inclusive of the casual loading;

(i) 250% (based on 1/38th of the weekly salary set out in Appendix 2) for time worked on a public holiday Monday to Friday; or

(ii) 312.5% (based on 1/38th of the weekly salary set out in Appendix 2) for time worked on a public holiday on a Saturday or Sunday (which is inclusive of the rates in clause 48 (Special Rates for Saturday and Sunday)).

56.6 Public holidays and night duty

(a) **Definition of part of a shift**

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

(i) midnight to completion of shift; or

(ii) commencement of shift to midnight.

(b) A night duty Employee is entitled to be paid:

(i) the appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and

(ii) at the pro rata public holiday rostered off benefit for that part of a shift that falls on the public holiday that they are not rostered to work and do not work.

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

56.7 Accrued days off on public holidays

See also clause 0 (Accrued Days Off).

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

56.8 Public Holiday not required to work

Where a public holiday occurs on a day that a part-time or full-time Employee would normally work, but the Employee is not required by the Employer to work on that day, the Employee will be paid an amount equal to the Employee's ordinary rate of pay for the hours the Employee would normally have worked on that day.

56.9 Public holidays occurring on rostered days off

(a) Subject to subclauses 56.9(c) and (d), a full-time Employee will receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off.

(b) Subject to subclauses 56.9(c) and (d), if a public holiday is a part-day public holiday then subclause 56.9(a) will apply on a pro rata basis for the number of ordinary hours on the part-day public holiday.

(c) Subject to subclause 56.9(d), if a public holiday falls on Saturday or Sunday then subclause 56.9(a) will only apply to Weekend Workers.

(d) Where on each occasion an Other Day (as defined) applies as a public holiday in respect of that occasion, and:

(i) the Employee is rostered off for both the Actual Day and the Other Day (as defined), then only one day's payment will be made under subclause 56.9(a); or

(ii) the Employee works only on one of either the Actual Day or the Other Day (as defined), and receives penalty rates for the day worked, the Employee will not receive a payment under subclause 56.9(a) in respect of the day not worked.

56.10 Additional entitlement for part-time Employees rostered off duty

NOTE: This clause operates in addition to clause 56.8 for part-time employees.

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

(a) Where on each occasion that Christmas Day, Boxing Day, New Year's Day or Australia Day falls on an Other Day (as defined), and the Other Day applies as a public holiday in respect of that occasion, and:

(i) a part-time Employee is not rostered on for both the Actual Day and the Other Day (as defined), then only one day's payment will be made under this clause; or

(ii) a part-time Employee works on either the Actual Day or the Other Day (as defined), and receives penalty rates for the day worked, the part-time Employee will not receive a payment in respect of the day not worked.

(b) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee will receive a payment in respect of that public holiday equal to their ordinary pay for the average daily hours worked by that

Employee over the previous six months, or their period of employment by the Employer if less than six months.

Example:

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

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

56.11 Recall on a public holiday

A benefit arising from clause 56.8, 56.9, or 56.10 will not be diminished where an Employee is required to, and does, perform recall work on that day in accordance with subclause 49.2(a)(v).

56.12 Annual leave on a public holiday

See clause 57 (Annual Leave).

56.13 Personal leave on a public holiday

See clause 61 (Personal Leave).

57. Annual Leave

This clause does not apply to casual Employees.

57.1 Entitlement to Annual Leave

(a) An Employee is entitled to 190 hours paid annual leave for each year of service.

(b) A weekend worker is entitled to a further 38 hours paid annual leave for each year of service as follows:

(i) For Full-Time Employees:

(A) at the rate of 3.8 hours for each week in which ordinary hours were worked on a weekend (or part thereof) up to a maximum of 38 hours (10 weekends).

(ii) For Part-Time Employees:

(A) As a proportion of 3.8 hours for each week in which ordinary hours were worked on a weekend (or part thereof) up to a maximum of 10 weekends.

Example: If a part-time Employee who works 24 hours in a week that includes a weekend, they would accrue a proportion of 3.8 hours as follows: 24/38 x 3.8 = 2.4 hours.

(c) Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(i) Savings – weekend worker as at 30 June 2022

If an Employee was accruing six weeks of annual leave as at 30 June 2022 (or would have been but for the operation of a Flexible Working Arrangement, Individual Flexible Working Arrangement/s, or an absence from work on parental leave), the Employee will continue to accrue six weeks of annual leave unless or until:

(A) the arrangement at subclauses 57.1(a) or (b) is more beneficial for the Employee;

(B) the Employee changes Employers;

(C) the Employee requests (and the Employer agrees) to move the Employee from full-time to part-time employment other than as part of a Flexible Working Arrangement, Individual Flexible Working Arrangement, family violence arrangement or reduced hours on return from parental leave); or

(D) the Employee initiates a change that means they no longer perform weekend work. For example:

1) where an Employee requests a change to a different role that does not require the performance of weekend work;

2) where an Employee requests to move from a rotating or similar roster that includes weekends, to fixed shifts that do not include weekend work; or

3) where an Employee (at their request) relocates to a ward with a different system of work (for the removal of doubt, this does not include where an Employee requests to move to a ward with the same general system of work).

57.2 Taking paid annual leave

(a) Paid annual leave may be taken for a period agreed between an Employee and their Employer.

(b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

(c) The Employer must publish how an Employee is to make an annual leave request.

(d) Once annual leave is approved, it must not be unilaterally changed by the Employer. Where extraordinary circumstances arise, such that the Employer wishes the Employee to change the timing of their approved leave, any change may only occur through consultation and agreement.

(e) Where it is likely the leave request will be rejected, the Employer and Employee will consult on alternate leave days within the 10 day period or, in the case of a high demand holiday period, the period between the date specified at 57.2(g)(i)(A) and 57.2(g)(i)(C).

(f) Where the paid annual leave is for a period other than a **high demand holiday period:**

(i) the Employee will submit a written request for annual leave at least 6 weeks prior to the first day of the proposed leave period/s unless it is not reasonable to do so in the circumstances; and

(ii) within ten (10) weekdays of the leave request, the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

(g) **High Demand Holiday Periods**

(i) An Employer will develop and publish to affected Employees (which may be a specific ward or work area) requirements for a high demand holiday period. Where this occurs, the requirement must:

(A) identify the high demand holiday period;

(B) identify the date by which a written request for annual leave should be submitted; and

(C) identify the date by which the Employer will notify the Employee in writing that their annual leave request is approved or, if not approved, the reasons for the leave not being approved.

(ii) In determining applications for high-demand periods, the Employer will consider all the circumstances including but not limited to:

(A) the Employer's operational needs;

(B) the Employee's family responsibilities; and

(C) whether previous leave applications for the same high demand period were or were not successful.

Example: A ward generally receives more applications for annual leave over school term breaks than it can accommodate. This means that school term breaks are 'high demand periods' for that ward within the meaning of this subclause 57.2(f)) and the NUM/MUM must publish the information specified above at subclauses 57.2(g)(i)(A) to (C) and, when determining the applications, apply the considerations at subclause 57.2(f)(ii).

57.3 Excess annual leave accruals – general provision

(a) An Employee has an **excess leave accrual** where the Employee has two years or more of annual leave entitlement accrued in accordance with this clause 57.

(b) If an Employee has an excess leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excess leave accrual.

'Genuinely trying to reach agreement' will include:

(i) providing the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than eight (8) weeks within six months, subject to subclause 57.3(b)(ii) below; and

(ii) the Employer not unreasonably refusing to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan.

(c) The leave reduction plan is to be in writing and signed by both the Employer and the Employee.

57.4 Excess Annual leave accruals – no agreement reached

(a) **Direction by Employer**

Where the Employer has genuinely tried to reach agreement with an Employee under subclause 57.4(b) but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

However, in directing that the Employee take leave under this subclause 57.4(a):

(i) the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks;

(ii) the Employer cannot require an Employee to take any period of paid annual leave of less than one week;

(iii) the Employer cannot require the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months after the direction is given; and

(iv) the direction must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

(b) **Where the Employer issues a Direction**

Where the Employer issues a direction to the Employee to take paid annual leave in accordance with paragraph (a):

(i) the Employee must take paid annual leave in accordance with that direction; and

(ii) the Employee may request to take a period of paid annual leave as if the direction had not been given.

(c) **Request by Employee for Leave**

If the Employee has genuinely tried to reach agreement with the Employer under subclause 57.4(b) but agreement is not reached (including because the Employer refuses to confer), the Employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.

However, a notice under this subclause:

(i) may only be given if the Employee has had an excess leave accrual for more than 6 months at the time of giving the notice;

(ii) may only be given if the Employee has not been given a direction under subclause 57.4(a) that, when any other paid annual leave arrangements are taken into account would eliminate the Employee's excess accrual;

(iii) must not, if granted, result in the Employee's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when other paid annual leave arrangements are taken into account;

(iv) must not provide for the Employee to take any period of paid annual leave of less than one week;

(v) must not provide for the Employee to take a period of paid annual leave beginning less than 8 weeks or more than 12 months, after the notice is given;

(vi) must not be inconsistent with any leave arrangement agreed by the Employer and Employee; and

(vii) must not be for more than 1 full year's entitlement to annual leave as prescribed by clause 57.1 above.

(d) **Where the Employee requests leave by notice**

Where the Employee gives written notice to the Employer to take one or more periods of paid annual leave in accordance with subclause 57.4(c), the Employer must grant paid annual leave requested by the notice under subclause 57.4(c).

(e) **Disputes regarding excess annual leave**

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

(i) a dispute about whether the Employer or Employee has requested a meeting and genuinely tried to reach agreement;

(ii) a dispute about whether the Employer has unreasonably refused to agree to a request by the Employee to take paid annual leave;

(iii) a dispute about whether a direction to take leave complies with the clause; or

(iv) a dispute about a leave reduction plan referenced in subclauses 57.4(b) and (c).

57.5 Short periods of annual leave

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

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

(a) **Public Holidays**

See also clause 56 (public holidays).

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

(b) **Other Periods of Leave**

See also clauses 61 (Personal Leave) and 65 (Compassionate Leave).

(i) An Employee may take other types of leave, such as personal leave or compassionate leave whilst on annual leave. An Employee is taken not to be on paid annual leave whilst on other leave and the Employee's paid annual leave accrual will be amended to reflect this. These provisions do not apply to unpaid parental leave.

(ii) An Employee taking personal leave whilst on annual leave will provide the Employer with evidence in accordance with clause 61 (Personal Leave).

(iii) Where an Employee takes other leave during annual leave, any annual leave loading received for a period that is no longer annual leave is taken to have been paid in advance as required in clause 57.7 (Payment for leave) or may be deducted from any payment required to be made under subclause 57.11(a) (Effect of termination on annual leave).

57.7 Payment for leave

(a) Employees will receive their ordinary pay and any amount required by clause 57.8 (Annual leave loading or penalties) during periods of annual leave. **Ordinary pay** for the purposes of this clause means remuneration for the Employee's normal weekly number of hours of work calculated at the ordinary time rate of pay provided that:

(i) where an Employee has performed higher duties for an aggregate period of three months or more in a 12-month period, ordinary pay will be adjusted proportionally to reflect the period during which higher duties were performed; and

(ii) normal weekly hours for a part-time Employee who performs additional shifts will reflect the additional hours worked over the 12-month period.

(b) Payment for paid annual leave will be in advance for the period of such leave except for a short period.

57.8 Annual leave loading or penalties

(a) In addition to ordinary pay (as defined) an Employee will receive the higher of:

(i) leave loading of 17.5% calculated on the relevant rate of salary prescribed in Appendix 2, subject to the cap at clause 57.9; or

(ii) the payments listed below which the Employee would have received had the Employee not been on leave:

(A) shift allowances (clause 34);

(B) special rates for Saturdays and Sundays (clause 48);

(C) qualification allowance (clause 31);

(D) uniform allowances (clause 38); and

(E) RIPRN allowance (clause 32).

(b) From 1 June 2024, leave loading under subclause 57.7(a)(i) is payable on:

(i) a maximum of 190 hours in respect of any year of employment, and

(ii) the Employee's weekly ordinary pay subject to the **cap** (as defined).

57.9 The cap under subclause 57.8(b)(ii) is the weekly rate prescribed by this Agreement for a NM5C.

57.10 To determine which payments the Employee would have received had the Employee not been on leave for the purpose of subclause 57.8(a)(ii), this will be done either by:

(a) the projected roster, being the roster the Employee would have worked had they not been on leave; or

(b) where there is no projected roster, the rosters for the 12 weeks immediately preceding the leave excluding any period during which the Employee was not on the roster (for example, because of attendance at approved professional development or another form of paid leave).

57.11 Effect of termination on annual leave

(a) Where an Employee's employment ends for any reason, the Employer must pay to the Employee any untaken accrued annual leave. The amount payable to the Employee is the amount the Employee would have received had the Employee taken the leave at the time of termination, including any payment under clause 57.8 (Annual leave loading or penalties).

(b) If annual leave has been taken in advance and, at the time the employment terminates, the Employee has a negative paid annual leave accrual, the Employer may deduct a sum equal to the negative annual leave accrual (at the amount paid at the time the annual leave was taken in advance) from any remuneration payable to the Employee upon termination of employment.

57.12 ADOs and annual leave

See clause 0 (Accrued Days Off).

58. Not Used

59. Cashing Out of Annual Leave

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

(a) **Written request and written agreement**

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

(b) **Terms of agreement must comply with terms**

A written agreement must comply with the following terms:

(i) paid annual leave must not be cashed out if the cashing out would result in the Employee having less than six weeks of accrued annual leave;

(ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;

(iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone, including annual leave loading and superannuation to the Employee's nominated Fund; and

(iv) an Employee cannot cash out more than 2 weeks paid annual leave in any 12-month period.

(c) Payments made in accordance with this clause extinguish an Employee's right to access annual leave or receive further payment for the period of annual leave paid out.

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

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

(a) the requirement that paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid leave being less than six weeks calculated using the new EFT fraction; and

(b) the limit on cashing out no more than 2 weeks annual leave will not apply.

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

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

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

(a) 32 hours' pay (16 hours per week multiplied by 2), plus annual leave loading, for annual leave taken; plus

(b) 32 hours' pay, plus annual leave loading, for annual leave cashed out.

At the end of the annual leave period, the Employee retains 6 weeks' annual leave, at the Employee's part-time hours. That is, the Employee will have:

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

60. Purchased Leave

This clause does not apply to casual Employees.

60.1 An Employee may, if mutually agreed with the Employer, purchase up to 20 working days (pro-rated for part-time Employees) additional paid leave in a 12-month period at ordinary pay. The additional paid leave is purchased through salary deductions made over the whole year. The amount deducted will correspond with the amount of leave purchased.

Example: An Employee who purchased four (4) additional weeks' leave would be paid:

(a) *48/52; or*

(b) *92.31% of the ordinary rate of pay throughout the relevant 12- month period. If an Employee purchased an additional two (2) weeks' leave, the Employee would be paid 50/52; or*

(c) *96.15% of the ordinary rate of pay throughout the relevant 12-month period.*

60.2 Purchased leave may be taken in conjunction with other types of leave.

60.3 Purchased leave must be used in the 12-month period in which it is purchased.

60.4 The Employer may grant purchased leave for a 12-month period, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.

60.5 Where the:

(a) arrangement has been varied or cancelled because of extraordinary circumstances;

(b) Employee's employment terminates; or

(c) purchased leave has not been taken in the relevant 12-month period,

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

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

61. Personal Leave

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

61.1 Amount of Paid Personal Leave

(a) An Employee is entitled to the following amount of paid personal leave:

(i) 91 hours and 12 minutes in the first year of service;

(ii) 106 hours and 24 minutes in each year in the second, third and fourth years of service; and

(iii) 152 hours in the fifth and following years of service.

(b) Paid personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work (excluding overtime) and accumulates from year to year.

61.2 Payment for leave

(a) Payment will be made based on the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.

(b) An Employee utilising personal leave may take leave for part of a single day. Leave will be deducted on a time for time basis from the Employee's accrued personal leave.

61.3 Access to paid personal leave

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

(a) due to personal illness or injury (**sick leave**); or

(b) to care for or support a member of the Employee's Immediate family or household because of:

(i) a personal illness or injury affecting them, including due to the loss of a pregnancy (without derogation of any other entitlements under this Agreement); or

(ii) an unexpected emergency affecting them (**carer's leave**).

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

61.5 Sick leave

(a) **General**

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

(b) **Personal Leave to Attend Appointments**

An Employee may use up to five days' personal leave, in aggregate, in any year of service on account of a disability or where the Employee is required to attend a Registered Health Practitioner or diagnostic appointment.

(c) **Evidence requirements**

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

(i) a medical certificate from a Registered Health Practitioner; or

(ii) a statutory declaration signed by the Employee with respect to absences on five occasions in any one year not exceeding three consecutive working days each.

(d) **Exception to evidence requirement – single day absences**

An Employee may be absent for a single day without evidence of personal illness or injury as required at subclause 0 above, on not more than five occasions per year of service. However, an Employee will not be entitled to this benefit if the Employee fails to notify the Employer pursuant to health service procedure of the single day absence as set out at subclause 61.5(e) below.

(e) **Notice requirements**

(i) An Employee should inform the Employer of their absence no less than 1.5 hours prior to the commencement of the rostered shift or as soon as reasonably practicable to allow the Employer to take necessary steps to backfill the absence. This provision does not apply where an Employee could not comply because of circumstances beyond the Employee's control.

(ii) The Employer will inform Employees of the procedure for notification by Employees of their inability to attend work due to illness or injury. All such notifications will be registered, detailing the time of notification and the name of the Employee.

(f) **Failure to provide notice of absence**

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

61.6 Carer's leave

(a) **Evidence requirements**

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

(i) an illness or injury; or

(ii) an unexpected emergency,

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

(b) **Notice requirements**

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

(i) the name of the person requiring care or support and their relationship to the Employee;

(ii) the reasons for taking such leave; and

(iii) the estimated length of absence.

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

(c) **Unpaid leave where accruals exhausted**

An Employee who has exhausted paid personal leave entitlements is entitled to take unpaid carer's leave. The Employer and the Employee will agree on the period. In the absence of agreement, the Employee is entitled to take up to two

days (or two full shifts where ordinary shifts exceed 8 hours) per occasion, provided the evidentiary requirements are met.

61.7 Personal leave on a public holiday

See also clause 56 (Public Holidays).

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

61.8 Portability of Personal Leave

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

(i) an Employer (as defined);

(ii) an Institution registered and subsidised under the *Hospitals and Charities Act 1958* (Vic), the *Health Services Act 1988* (Vic);

(iii) of the Cancer Institute Board;

(iv) of the Victorian Bush Nursing Association (Incorporated);

(v) a Bush Nursing institution;

(vi) a Statutory Authority including the Nurses Board of Victoria;

(vii) the Fairfield Hospital Board;

(viii) the Royal District Nursing Service;

(ix) the Australian Red Cross Blood Service;

(x) subject to subclause 61.8(d):

(A) a Council in Victoria as defined in the *Local Government Act 2020* (Vic); or

(B) a public health service in another State or Territory,

transfers to an (or another) Employer, the Employer will credit accumulated personal leave to such an Employee in their new employment. The Employer may require an Employee to produce a written statement from their previous employing Institution specifying the amount of accumulated personal leave standing to the credit of such Employee at the time of leaving that previous employment. Where an Employee transfers to an (or another) Employer and remains engaged on casual bank/or as a casual Employee with their previous Employer, the new Employer will not exclude the Employee from any benefit under this clause 61.8.

(b) Continuity of service will be deemed to be unbroken where the period of absence is equal to or less than an Employee's Allowable Period of Absence between an engagement with one employer named in subclause 61.8(a) and another. An absence in excess of the Allowable Period of Absence will operate so as to exclude the Employee from any benefit under this clause 61.8.

(c) Provided further that where any Employee for the sole purpose of undertaking a course of study related to nursing or midwifery is, with the written approval of the Employer, absent without pay for up to but not exceeding 104 weeks, such absence will not be deemed to have broken continuity of service but will not be

counted as service for the purpose of establishing entitlement to personal leave portability.

(d) For the purposes of subclause 61.8(a), the portability of accrued untaken personal leave with a Council in Victoria, or a public health service in another State or Territory is subject to the following additional matters:

(i) portability will only apply on the first occasion that the Employee commences employment with an Employer after 8 July 2024; and

(ii) portability will only apply where the break between ceasing employment with the relevant Council or interstate public health service, and commencing employment with an Employer, is no more than the greater of two months or the Allowable Period of Absence.

(iii) once interstate accrual of personal leave is recognised in accordance with this clause, portability of that leave accrual will continue to be applicable subject to clause 61.8.

61.9 Termination of Employment while on Personal Leave

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

61A Personal Leave Pool

61A.1 The Employer may establish a personal leave pool whereby eligible Employees have access, in defined situations, to additional paid personal leave hours that has been voluntarily donated to the pool by other Employees.

61A.2 Where this occurs, the Employer will publish criteria that defines the circumstances under which an Employer can (subject to the NES):

(a) Donate accrued personal leave,

(b) Access personal leave from the personal leave pool.

61A.3 A donation to a personal leave pool is irrevocable and the personal leave balance of the donating Employee under clause 61 will be adjusted.

62. Casual Employment – Caring Responsibilities

62.1 Subject to the evidentiary and notice requirements that apply to carer's leave under clause 61.6, a casual Employee is entitled to be unavailable to attend work, or to leave work, if they need to provide care or support to a member of the Employee's Immediate family or household because of:

(a) a personal illness, or personal injury, affecting them;

(b) an unexpected emergency affecting them; or

(c) the birth of a child.

62.2 The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to two days per occasion, which may be

taken as a single continuous period of up to two days or any separate periods to which the Employer and Employer agree.

62.3 The casual Employee is not entitled to any payment for the period of non-attendance.

62.4 An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

63. Fitness for Work

63.1 In this clause 63, **Treating Practitioner** means any AHPRA Registered Health Practitioner relevant to the fitness for work concern including, where relevant, an AHPRA-registered health practitioner delivering a program (such as the Nursing and Midwifery Health Program Victoria) attended by the Employee, or a psychologist.

63.2 Fit for Work

(a) The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.

(b) Each Employee is responsible for ensuring that they are fit to perform their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.

63.3 Addressing concerns about Fitness for Work

(a) In the event the Employee's manager forms a reasonable belief (as defined at subclause 63.3(b) below) that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that Employees can safely undertake and sustain work.

(b) In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause permits an Employer to act contrary to the *Health Records Act 2001* (Vic).

(c) The Employer will:

(i) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief (which will include the Employer outlining the concern in writing and offering to meet the Employee),

(ii) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;

(iii) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and

(iv) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

63.4 Report from Treating Practitioner

(a) Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer

may request the Employee to obtain a report from the Employee's Treating Practitioner regarding the Employee's fitness for work, provided that:

(i) An Employee receiving treatment from a Treating Practitioner under the Nursing and Midwifery Health Program Victoria shall not be required to obtain a report from that practitioner and may instead obtain the report from a different Treating Practitioner.

(b) Where this occurs:

(i) the Employer will:

(A) provide to the Employee, in writing, the concerns and information that forms the basis of the reasonable belief to assist the Employee's Treating Practitioner to provide a report to the Employee; and

(B) cover the cost and expenses of the appointment and report; and

(ii) The Employee will:

(A) advise the Employer of the Employee's Treating Practitioner;

(B) provide a copy of the report to the Employer; and

(C) meet with the Employer to discuss any report.

(c) **Report from IME**

If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the Treating Practitioner, the Employer may require the Employee to attend an independent medical examination (**IME**).

The Employer will:

(i) pay for the cost and expenses of the appointment and report;

(ii) provide a copy of the IME report to the Employee; and

(iii) meet with the Employee to discuss any report.

(d) **Information to Employee before IME**

Before the Employee attends an IME under subclause 63.3(c) above, the Employee will be provided with a copy of:

(i) the name of the proposed IME: and

(ii) any correspondence (including any supporting material) proposed to be sent to the IME.

(e) **Employee consultation and right to supplement information**

Before attending an IME, the Employee may:

(i) supplement the material to be provided to the IME; and/or

(ii) meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.

(f) **Relationship to WIRC**

(i) This sub-clause 63.4 does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim will be managed in accordance with the WIRC Act including the Employer's obligation to provide a safe work environment.

(g) **Relationship to Personal Leave**

The processes in this clause 63 do not apply to a period of personal leave under clause 61 of this Agreement.

(h) **Safe Work Environment is paramount**

Nothing in this clause 63 prevents an Employer from taking any reasonable step in the workplace to ensure a safe work environment.

63A Reasonable Adjustments for Employees with a disability

63A.1 Purpose

The purpose of this clause is to reflect the obligations of the EO Act with respect to reasonable adjustments for Employees with a disability. The obligations apply regardless of whether the disability is or has been the subject of a WorkCover claim.

63A.2 Definitions

(a) **Disability** has the same meaning as section 4 of the EO Act and includes:

(i) malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder;

(ii) total or partial loss of a bodily function;

(iii) presence in the body of organisms that may cause disease; or

(iv) total or partial loss of a part of the body,

and includes a disability which is temporary or ongoing and that may exist in the future (including because of a genetic predisposition to that disability) and, to avoid doubt, behaviour that is a symptom or manifestation of a disability.

(b) **Reasonable adjustments** has the same meaning as section 20 of the EO Act and requires consideration of all relevant facts and circumstances including:

(i) the Employee's circumstances, including the nature of the disability;

(ii) the nature of the Employee's role;

(iii) the nature of the adjustment required to accommodate the Employee's disability;

(iv) the financial circumstances of the Employer;

(v) the size and nature of the workplace and the Employer's business;

(vi) the effect on the workplace and the Employer's business of making the adjustment including the financial impact, the number of persons who would benefit or be disadvantaged and the impact of efficiency and productivity;

(vii) the consequences for the Employer in making the adjustment; and

(viii) the consequences for the Employee in not making the adjustment.

63A.3 Reasonable Adjustments

Where an Employer knows, or reasonably ought to have known, that an Employee has a disability, the Employer:

(a) is required to make reasonable adjustments to enable the Employee to perform the genuine and reasonable requirements of the employment, subject to subclause (b)below; and

(b) is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

64. Family and Domestic Violence Leave

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

64.1 General Principles

(a) Each Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to Employees that experience family and domestic violence.

(b) Leave for family and domestic violence purposes is available to Employees who are experiencing family and domestic violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings or appointments with a medical, financial or legal practitioner and other activities related to, and as a consequence of, family and domestic violence.

(c) Paid family violence leave will be in addition to any existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(d) Family violence leave will be paid at the Employee’s full rate of pay, including any applicable allowances, overtime payments or penalty rates. The Employee’s full rate of pay is worked out as if the Employee had not taken the period of leave.

(e) Employees who are experiencing family and domestic violence that access paid family violence leave during a period of other paid leave, such as paid personal/carer’s leave, are not taken to be on paid personal/carer’s leave for the period of the paid family and domestic violence leave.

(f) An Employee who supports a person experiencing family and domestic violence may utilise their personal leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 61.6(a) from an Employee seeking to utilise their personal/carer’s leave entitlement.

64.2 Definition of Family and Domestic Violence

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

(a) seeks to coerce or control the person; and

(b) causes the person harm or to be fearful.

Without limiting the above definition, family and domestic violence includes physical, sexual, financial, verbal, or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

64.3 Eligibility

Leave for family and domestic violence purposes is available to all Employees, including casual Employees.

64.4 General Measures

(a) Evidence of family and domestic violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Registered Health Practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse, or lawyer. A signed statutory declaration can also be offered as evidence.

(b) All personal information concerning family and domestic violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an Employee's personnel file without their express written permission.

(c) The Employer will not, except with the consent of the Employee, use such information for a purpose other than satisfying itself in relation to family and domestic violence leave under this clause.

(d) No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.

(e) The Employer will identify contact/s within the workplace who will be trained in family and domestic violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.

(f) An Employee experiencing family and domestic violence may raise the issue with their immediate supervisor, Family Violence contacts, Union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.

(g) Where requested by an Employee, the Human Resources contact will liaise with the Employee's manager on the Employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with clause 64.5 and clause 64.6 below.

(h) The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family and domestic violence.

64.5 Leave for Employees other than Casual Employees (applicable from 24 June 2024)

(a) An Employee (other than a casual Employee) experiencing family and domestic violence will have access to up to 20 days of paid family and domestic violence leave in a 12-month period (non-cumulative). Paid family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment, in line with an Employee's anniversary date. While family and domestic violence leave is not cumulative, if the leave is exhausted consideration will be given to providing additional leave.

(b) Pro rata entitlements for part-time Employees will continue to apply in relation to an Employee's paid family and domestic violence leave entitlement provided that the pro rata arrangements result in at least 10 days paid family violence leave per annum for each Employee (non-cumulative). In addition to paid family and domestic violence leave, part-time Employees are entitled to unpaid family and domestic violence leave (up to a combined total of 20 days family and domestic violence leave inclusive of the Employee's paid family violence leave entitlement), provided that:

(i) Part-time Employees who work less than 0.5 EFT are entitled to no less than or equal to 10 days paid family and domestic violence leave per calendar year.

(ii) Employees working 0.5 EFT or more are entitled to up to 20 days paid family and domestic violence leave, pro-rated, per calendar year.

64.6 Leave for Casual Employees (applicable from 24 June 2024)

(a) Casual Employees are entitled to up to 10 days' paid family and domestic violence leave (non-cumulative) per calendar year in accordance with clause 64. Paid family and domestic violence leave is available in full at the start of each 12-month period of the Employee's employment, in line with an Employee's anniversary date. In addition to up to 10 days' paid family and domestic violence leave, casual employees are entitled to up to 10 days' unpaid family and domestic violence leave per calendar year.

(b) The Employer may use its discretion to grant further family and domestic violence leave to a casual Employee experiencing family and domestic violence on a case-by-case basis.

(c) A casual Employee may take a period of paid family and domestic violence leave that does not include hours for which the Employee is rostered to work. However, the Employer is not required to pay the Employee in relation to such a period.

64.7 Individual Support

(a) In order to provide support to an Employee experiencing family and domestic violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family and domestic violence for any of the following:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

(ii) temporary or ongoing job redesign or changes to duties;

(iii) temporary or ongoing relocation to suitable employment;

(iv) a change to their telephone number or email address to avoid harassing contact;

(v) any other appropriate measure including those available under existing provisions for flexible work arrangements.

(b) Any changes to an Employee's role should be reviewed at agreed periods. When an Employee is no longer experiencing family and domestic violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.

(c) An Employee experiencing family and domestic violence will be offered access to the Employee Assistance Program (**EAP**) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family and domestic violence.

(d) An Employee that discloses that they are experiencing family and domestic violence will be given information regarding available support services.

65. Compassionate Leave

65.1 An Employer may use its discretion to grant paid and/or unpaid compassionate leave to relatives not covered by the definition of "Immediate family" in clause 4.

65.2 When Compassionate leave is available

Compassionate leave may be available under this clause 65 to an Employee for each occasion (**a "permissible occasion"**) when:

(a) the Employee has a miscarriage;

(b) the Employee's current spouse or de facto partner experiences a miscarriage;

(c) a member of the Employee's Immediate family or household:

(i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

(ii) dies; or

(d) a stillborn child is born, where the stillborn child would have been a member of the Employee's Immediate family, or a member of the Employee's household, if the stillborn child had been born alive.

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

65.4 For the purpose of this clause, miscarriage means the spontaneous loss of an embryo or foetus before 20 weeks of pregnancy, other than where that loss results in a stillborn child.

65.5 Employees other than casual Employees (applicable from 24 June 2024)

The provisions of clauses 65.6 to 65.8 apply to all Employees other than casual Employees. The entitlements of casual Employees are set out in clause 65.9.

65.6 An Employee is entitled to four days' paid leave, on each permissible occasion.

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

(a) a single continuous four-day period;

(a) separate periods of at least one day each; or

(b) any separate periods to which the Employee and Employer agree.

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

65.9 Casual Employees (applicable from 24 June 2024)

Subject to the evidence requirements described at clause 65.10, a casual Employee is entitled to four days' unpaid compassionate leave on each permissible occasion. Unpaid compassion leave under this clause may be taken as:

(a) a single continuous period;

(b) separate periods of at least one day each; or

(c) any separate periods to which the Employee and Employer agree.

65.10 Evidence – all Employees

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

66. Pre-natal Leave and Assisted Reproduction

66.1 From 24 June 2024, an Employee required to attend pre-natal appointments, assisted reproduction appointments or parenting classes that are only available or can only be attended during the Employee's ordinary rostered shift may, subject to the provision of satisfactory evidence of attendance, access their personal leave credit.

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

67. Pre-adoption leave

67.1 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the Adoption procedure.

67.2 The Employee and the Employer should agree on the length of the unpaid leave.

67.3 Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave.

67.4 Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

68. Parental Leave

This clause deals with parental leave, including paid parental leave. The issue of superannuation and parental leave (both paid and unpaid) is addressed at clause 27.6.

68.1 Structure of clause

This clause is structured as follows:

(a) Definitions: clause 68.2;

(b) Long parental leave – unpaid: clause 68.3;

(c) Short parental leave – unpaid: clause 68.4;

(d) Paid parental leave: clause 68.5;

(e) Notice and evidence requirements: clause 68.6;

(f) Parental leave associated with the birth of a Child – additional provisions: clause 68.7;

(g) Unpaid pre-adoption leave: clauses 68.8;

(h) Where placement does not proceed or continue: clause 68.9;

(i) Special birth-related leave: clause 68.10;

(j) Variation of period of unpaid parental leave up to 12 months: clause 68.11;

(k) Right to request extension of period of unpaid parental leave beyond 12 months: clause 68.12;

(l) Parental leave and other entitlements: clause 68.13;

(m) Transfer to a safe job: clause 68.14;

(n) Returning to work after a period of parental leave: clause 68.15;

(o) Replacement Employees: clause 68.16;

(p) Communication during parental leave – organisational change: clause 68.17;

(q) Keeping in touch days: clause 68.18; and

(r) Undertaking paid work while on a period of Parental Leave with the same Employer: clause 68.19.

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

68.2 Definitions

For the purposes of this clause:

(a) **Child** means:

(i) in relation to birth-related leave, a child (or children from a multiple birth) of the Eligible Employee or the Eligible Employee's Spouse; or

(ii) in relation to Adoption-related leave, a child (or children) under 16 (as at the day of placement or expected day of placement) who is placed or who is to be placed with the Eligible Employee for the purposes of Adoption, other than a child or step-child of the Eligible Employee or of the Spouse of the Eligible Employee or a child who has previously lived continuously with the Eligible Employee for a period of six months or more (**Adopted Child**);

(iii) as the case requires, includes a Stillborn Child.

(b) **Eligible Casual Employee** means a casual Employee that has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who has, but for the birth or expected birth of a Child or the decision to adopt a Child, a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

(c) **Eligible Employee** for the purposes of this clause 68 means a non-casual Employee or an Eligible Casual Employee as defined above. From 1 June 2024, a non-casual Employee is not required to serve a minimum qualifying period of employment in order to be classified as an Eligible Employee for the purposes of this clause.

(d) **Employee Couple** has the same meaning as under the Act.

(e) **Flexible Long Parental Leave** means the 100 days' unpaid parental leave an Eligible Employee may take under subclause 68.3(g) as part of their 52 weeks' entitlement of Long Parental Leave.

(f) **Long Parental Leave** means the 52 weeks' parental leave an Eligible Employee may take under clause 68.3. A person taking Long Parental Leave under subclause 68.3(a)-(e) is the Primary Carer for this period for the purpose of this clause.

(g) **Notional Flexible Period** is the period during which the Eligible Employee would be on Flexible Long Parental Leave if the Eligible Employee took leave for all of the Eligible Employee's notified flexible days in a single continuous period.

(h) **Primary Carer** means the person who has responsibility for the care of the Child. Only one person can be the Child's Primary Carer on a particular day.

(i) **Short Parental Leave** means the unpaid parental leave an Eligible Employee who will not be the Primary Carer of a Child may take concurrently with the Primary Carer under clause 68.4 (Short Parental Leave – Unpaid).

(j) **Spouse** includes a person to whom the Eligible Employee is married and a de facto partner, former spouse or former de facto spouse of the Employee. A de facto Spouse means a person who lives with the Employee as husband, wife or same-sex partner on a bona fide domestic basis.

(k) **Stillbirth** means the delivery of a Stillborn Child.

(l) **Stillborn Child** means:

(i) a child who weighs at least 400 grams at delivery or whose period of gestation was at least 20 weeks; and

(ii) who has not breathed since delivery; and

(iii) whose heart has not beaten since delivery.

68.3 Long Parental Leave – Unpaid

(a) An Eligible Employee is entitled to 12 months' unpaid Long Parental Leave if:

(i) the leave is associated with:

(A) the birth, or expected birth, of a Child (including a Stillbirth) of the Eligible Employee or the Eligible Employee's Spouse; or

(B) the placement of a Child with the Eligible Employee for Adoption; and

(ii) the Eligible Employee is the Primary Carer, or in the case of a Stillbirth, the Eligible Employee would have been the Primary Carer if the Child had been born alive.

(b) Except as provided at subclause 68.3(g) (Flexible Long Parental Leave) and clause 68.18 (Keeping in Touch Days), the Eligible Employee must take the leave in a single continuous period.

(c) Where an Eligible Employee is a member of an Employee Couple, except as provided at subclause 68.3(g) (Flexible Long Parental Leave) and clause 68.4 (Short Parental Leave – Unpaid), parental leave must be taken by only one member of an Employee Couple at a time in a single continuous period.

(d) Each member of an Employee Couple may take a period of up to 12 months of Long Parental Leave. The period of Long Parental Leave will be reduced by any period of Short Parental Leave taken by the Eligible Employee.

(e) Subject to subclause 68.3(f), an Eligible Employee may be able to extend a period of unpaid parental leave in accordance with clause 68.11 (Variation of period of unpaid parental leave (up to 12 months)).

(f) An Eligible Employee's entitlement to Long Parental Leave (other than Flexible Long Parental Leave) will end on the first day that the Eligible Employee takes Flexible Long Parental Leave. This means that if an Eligible Employee intends on taking a period of continuous unpaid parental leave they must do so before they take any Flexible Long Parental Leave.

(g) **Flexible Long Parental Leave**

(i) An Eligible Employee may take up to 100 days of their Long Parental Leave entitlement (**Flexible Long Parental Leave**) during the 24-month period starting on the date of birth (including a Stillbirth) or day of placement of the Child if the requirements of this clause are satisfied in relation to the leave.

(ii) An Eligible Employee who is pregnant may take Flexible Long Parental Leave beginning from six weeks prior to the expected date of the birth of their child.

(iii) The number of days of Flexible Long Parental Leave that the Eligible Employee takes must not be more than the number of flexible days notified to the Employer under sub-clause 68.6(e)(iii) (subject to any agreement under sub-clause 68.6(e)(iv)).

(iv) An Eligible Employee must take the Flexible Long Parental Leave as:

(A) a single continuous period of one or more days; or

(B) separate periods of one or more days each.

(v) An Eligible Employee may take the Flexible Long Parental Leave whether or not they have taken unpaid Long Parental Leave under subclause 68.3(b).

(vi) An Eligible Employee may take Flexible Long Parental Leave after taking one or more periods of unpaid Long Parental Leave under subclause 68.3(b) only if the total of those periods (disregarding any extension under sub-clauses 68.11 or 68.12) is no longer than 12

months, less the Employee's Notional Flexible Period, provided that the calculation is based on the assumption that:

(A) the Eligible Employee ordinarily works each day that is not a Saturday or Sunday; and

(B) there are no public holidays during the period.

(h) **Hospitalised children – agreement to not take unpaid Long Parental Leave**

(i) If:

(A) a Child is required to remain in hospital after the Child's birth, or is hospitalised immediately after the Child's birth, including because:

1) the Child was born prematurely; or

2) the Child developed a complication or contracted an illness during the Child's period of gestation or at birth; or

3) the Child developed a complication or contracted an illness following the Child's birth; and

(B) an Employee, whether before or after the birth of the Child, gives notice in accordance with clause 68.6 of the taking of a period of unpaid parental leave (the **original leave period**) in relation to the Child,

then the Employee may agree with their Employer that the Employee will not take unpaid parental leave for a period (**the permitted work period**) while the Child remains in hospital.

(ii) If the Employee and Employer so agree, then the following rules have effect:

(A) the Employee is taken to not be taking unpaid parental leave during the permitted work period;

(B) the permitted work period does not break the continuity of the original leave period; and

(C) the Employee is taken to have advised the Employer, for the purposes of subclause 68.6(b), of an end date for the original leave period that is the date on which that period would end if it were extended by a period equal to the permitted work period.

(iii) The permitted work period must start after the birth of the Child.

(iv) The permitted work period ends at the earliest of the following:

(A) the time agreed by the Employer and Employee;

(B) the end of the day of the Child's first discharge from hospital after birth; or

(C) if the Child dies before being discharged, the end of the day the Child dies.

(v) Only one period of permitted work may be agreed to under subclause 68.3(h)(i) for which the Employee will not take unpaid parental leave in relation to the Child.

(vi) The Employee must, if required by the Employer, give the Employer evidence (including without limitation, a medical certificate) that would satisfy a reasonable person of either or both of the following:

(A) that subclause 68.3(h)(i)(A) applies in relation to the child; and/or

(B) that the Employee is fit for work.

68.4 Short Parental Leave – Unpaid

(a) This clause applies to an Eligible Employee who is a member of an Employee Couple.

(b) An Eligible Employee who will not be the Primary Carer of a Child may take leave concurrently with any parental leave taken by the other member of the Employee Couple who will be the Primary Carer. Short Parental Leave may be taken in separate periods but, unless the Employer agrees, each period must not be shorter than two weeks.

(c) The period of Short Parental Leave will be deducted from the period of Long Parental Leave to which the Eligible Employee is entitled under clause 68.3 (if applicable).

68.5 Paid Parental Leave

(a) An Eligible Employee commencing parental leave is entitled to paid parental leave on the following basis:

(i) a Primary Carer taking Long Parental Leave will be entitled to 14 weeks' paid parental leave, provided that the Long Parental Leave is taken contemporaneously with the birth or placement of the Child (subject to subclause 68.3(h), in which case the Employee taking Long Parental Leave may agree with the Employer that the Employee will not take Long Parental Leave during the permitted work period while the Child remains hospitalised); and

(ii) a non-Primary Carer taking Short Parental Leave will be entitled to two weeks' paid parental leave,

save that an Eligible Employee is not entitled to both paid Long Parental Leave and paid Short Parental Leave in respect of the same birth or Adoption event.

Paid parental leave is in addition to any relevant Commonwealth Government paid parental leave scheme (subject to the requirements of any applicable legislation).

(b) The Employer and Eligible Employee may reach agreement as to how the paid parental leave under this Agreement is paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any relevant Commonwealth Government parental leave scheme (subject to the requirements of any applicable legislation) and may include a voluntary contribution to superannuation.

(c) Such agreement must be in writing and signed by the parties. The Eligible Employee must nominate a preferred payment arrangement at least four weeks prior to the expected date of birth or date of placement of the Child. In the absence of agreement, such leave will be paid during the ordinary pay periods corresponding with the period of the leave.

(d) A variation to the payment of paid parental leave resulting in, for example, the paid leave being spread over more than 14 weeks does not affect the period of continuous service recognised. For example, an Employee taking 28 weeks at half pay will, for the purpose of calculating continuous service, have fourteen weeks of continuous service recognised. An Employee taking seven (7) weeks at double pay will have 14 weeks of continuous service recognised.

(e) The paid parental leave prescribed by this clause will be concurrent with any relevant unpaid entitlement prescribed by the NES/this Agreement.

(f) **Calculation of a week's pay for part-time Eligible Employees**

For the purposes of this clause 68, where a part-time Employee's ordinary hours of work fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), their weekly pay will be the greater of:

(i) their ordinary weekly hours at the time paid parental leave is taken; or

(ii) the average weekly ordinary hours the Employee worked over the preceding 12 months.

68.6 Notice and evidence requirements

(a) Subject to subclause 68.6(e) (Notice - Flexible Long Parental Leave), an Employee must give at least 10 weeks' written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(i) that the Employee will become either the Primary Carer or non-Primary Carer of the Child, as appropriate;

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) Subject to subclause 68.6(e) (Notice - Flexible Long Parental Leave), at least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in subclause 68.6(a), unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) in the case of birth-related leave:

(A) the date of birth, or expected date of birth, of the Child (including without limitation, a medical certificate or certificate from a registered midwife, stating the date of birth or expected date of birth); and

(B) if relevant, that their Child was stillborn (including without limitation, a certification by a medical practitioner or

registered midwife of the child as having been delivered); or

(ii) in the case of Adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.

(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the Child or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

(e) **Notice requirements - Flexible Long Parental Leave**

(i) If an Employee wishes to take Flexible Long Parental Leave, the Employee must give notice to the Employer as follows:

(A) where the Employee also takes unpaid Long Parental Leave or Short Parental Leave under clauses 68.3 or 68.4 (**the original leave**);

1) at the same time as the Employee gives notice in accordance with subclause 68.6(a) in relation to the original leave, unless subclause 2) below applies; or

2) if the Employee takes more than one period of unpaid Short Parental Leave, at the same time as the Employee gives notice in accordance with subclause 68.6(a) in relation to the first of those periods of leave; or

(B) otherwise - at least 10 weeks before starting the Flexible Long Parental Leave.

(ii) If the Employer agrees, the notice may be given at a later time than that specified in subclause 68.6(e)(i).

(iii) The notice under subclause 68.6(e)(i) must specify the total number of days (**Flexible Days**) of Flexible Long Parental Leave that the Employee intends to take in relation to the Child.

(iv) If the Employer agrees, the Employee may:

(A) reduce the number of flexible days, including by reducing the number of flexible days to zero; or

(B) increase the number of flexible days, but not so as to increase the number of flexible days above 100.

(v) The Employee must give the Employer written notice of a flexible day on which the Employee will take Flexible Long Parental Leave:

(A) at least 4 weeks before that day; or

(B) if that is not practicable, as soon as practicable (which may be a time after the leave has started).

(vi) If the Employer agrees, the Employee may change a day on which the Employee takes Flexible Long Parental Leave from a day specified in a notice under subsection 68.6(e)(v).

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

(a) Subject to the limits on duration of parental leave set out in this Agreement and unless agreed otherwise between the Employer and Eligible Employee, an Eligible Employee who is pregnant may commence Long Parental Leave at any time up to six weeks immediately prior to the expected date of birth.

(b) **Six weeks before the birth**

(i) Where a pregnant Eligible Employee continues to work during the six week period immediately prior to the expected date of birth, the Employer may require the Eligible Employee to provide a medical certificate stating that they are fit for work and, if so, whether it is inadvisable for them to continue in their present position because of illness or risks arising out of the Eligible Employee's pregnancy or hazards connected with the position.

(ii) Where a request is made under subclause 68.7(b)(i) and an Eligible Employee:

(A) does not provide the Employer with the requested certificate within seven days of the request; or

(B) within seven days after the request, the Eligible Employee gives the Employer a medical certificate stating that the Eligible Employee is not fit for work,

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

(iii) Where an Eligible Employee provides a medical certificate under subclause 68.7(b)(i) which states that they are fit for work but it is inadvisable for them to continue in their present position, clause 68.14 (Transfer to a safe job) will apply.

68.8 Unpaid pre-adoption leave

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

68.9 Where placement does not proceed or continue

(a) Where the placement of the Child for Adoption with an Eligible Employee does not proceed or continue, the Eligible Employee must notify the Employer immediately.

(b) Where the Eligible Employee had, at the time, started a period of Adoption-related leave in relation to the placement, the Eligible Employee's entitlement to Adoption-related leave is not affected, except where the Employer gives written notice under subclause 68.9(c).

(c) The Employer may give the Eligible Employee written notice that, from a stated day no earlier than four weeks after the day the notice is given, any untaken long Adoption-related leave is cancelled with effect from that day.

(d) Where the Eligible Employee wishes to return to work due to a placement not proceeding or continuing, the Employer must nominate a time not exceeding four weeks from receipt of notification for the Eligible Employee's return to work.

68.10 Special birth-related leave

(a) **Entitlement to unpaid special birth-related leave**

(i) An Eligible Employee is entitled to a period of unpaid special leave if they are not fit for work during that period because:

(A) they have a pregnancy-related illness; or

(B) all of the following apply:

1) they have been pregnant; and

2) the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth.

(ii) An Eligible Employee who has an entitlement to personal leave may, in part or whole, take personal leave instead of unpaid special leave under this clause.

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

(b) **Entitlement to paid special birth-related leave**

(i) An Eligible Employee is entitled to a period of paid special leave if their pregnancy terminates at or after the completion of 20 weeks' gestation or the Eligible Employee gives birth but the Child subsequently dies.

(ii) Paid special leave is paid leave not exceeding the amount of paid leave available to Primary Carers under subclause 68.5(a)(i) (plus superannuation).

(iii) Paid special leave is in addition to any unpaid special leave taken under subclause 68.10(a)(i).

(iv) Paid leave available to non-Primary Carers under subclause 68.5(a)(ii) will also apply in these circumstances.

(c) **Evidence**

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

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

(a) Where an Eligible Employee has:

(i) given notice of the taking of a period of Long Parental Leave under clause 68.3; and

(ii) the length of this period of Long Parental Leave as notified to the Employer is less than the Eligible Employee's available entitlement to Long Parental Leave; and

(iii) commenced the period of Long Parental Leave; and

(iv) not taken a period of Flexible Long Parental Leave,

the Eligible Employee may extend the period of unpaid parental leave (up to the Eligible Employee's available entitlement to Long Parental Leave) by giving their Employer notice in writing of the extension and specifying the new end date for the leave. This one-off extension is to be notified as soon as possible but no less than four weeks before the end date of the original leave period. Nothing in this clause detracts from the basic entitlement in clause 68.3 (Long Parental Leave – Unpaid) or clause 68.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

(b) If the Employer and Eligible Employee agree, the Eligible Employee may further extend, or reduce the period of parental leave.

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

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

(b) **Request to be in writing**

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

(c) **Response to be in writing**

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

(d) **Refusal only on reasonable business grounds**

(i) The Employer may only refuse the request on reasonable business grounds. Reasonable business grounds include, but are not limited to, the following:

(A) that the extension of the period of unpaid parental leave requested by the Employee would be too costly for the Employer;

(B) that there is no capacity to change the working arrangements of other Employees to accommodate the extension of the period of unpaid parental leave requested by the Employee;

(C) that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the extension of the period of unpaid parental leave requested by the Employee;

(D) that the extension of the period of unpaid parental leave requested by the Employee would be likely to result in a significant loss in efficiency or productivity; or

(E) that the extension of the period of unpaid parental leave requested by the Employee would be likely to have a significant negative impact on patient care.

(e) **Reasons for refusal to be specified**

If the Employer refuses the request, the written response must include:

(i) the details of the reasons for the refusal, including the business grounds for refusing the request and how those grounds apply to the Employee's request; and

(ii) either:

(A) any other extension of the period of unpaid parental leave that the employer would be willing to agree to, if applicable; or

(B) where there is no extension available as contemplated by state that there are no such changes; and

(iii) their right for the dispute to be resolved at the workplace level or by arbitration in accordance with the Dispute Resolution Process in this Agreement.

(f) The Dispute Resolution Procedure in the Agreement will apply to any grievance/dispute arising in relation to a request for flexible working arrangements. Without limiting the Dispute Resolution Procedure in the Agreement at first instance, the Employer and Employee will attempt to resolve the dispute at the workplace level through discussion before it is referred to the Commission.

(g) **Reasonable opportunity to discuss**

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

(h) **Employee Couples**

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

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

(ii) if the other member of the Employee Couple has given notice of an intention to take Flexible Long Parental Leave (in accordance with subclause 68.6(e)), the request must specify the number of flexible days that will not have been taken when the period of extended leave commences;

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

period equal to the other member's Notional Flexible Period (if subparagraph 68.12(h)(ii) applies above); and

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

(i) **No extension beyond 24 months**

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

68.13 Parental leave and other entitlements

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

(b) For the purpose of this Agreement, an Employer will:

(i) agree to an Eligible Employee using annual leave in accordance with clauses 57.3(a) and (b); and/or

(ii) grant long service leave in accordance with clauses 70.7(a) or 70.7(c)

concurrently with Parental leave, either before or after paid parental leave.

(c) Except as provided at clauses 57.4 and 57.5 (regarding excess annual leave accruals), nothing in this Agreement permits an Employer to require the taking of annual leave during a period of parental leave.

68.14 Transfer to a safe job

(a) For the purposes of subclause 68.7(b)(iii), where an Employee is pregnant and provides evidence that would satisfy a reasonable person that they are fit for work but it is inadvisable for the Employee to continue in their present position for a stated period (the **risk period**) because of:

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

(ii) hazards connected with the position,

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

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

If:

(i) subclause 68.14(a) applies to a pregnant Eligible Employee but there is no appropriate safe job available;

(ii) the Eligible Employee is entitled to Long Parental Leave; and

(iii) the Eligible Employee has complied with the notice of intended start and end dates of leave and evidence requirements under clause 68.6 for taking Long Parental Leave,

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

(c) If the Eligible Employee takes paid no safe job leave for the risk period, the Employer must pay the Eligible Employee at the Eligible Employee's rate of pay set out in Part 1 of Appendix 2 for the Eligible Employee's ordinary hours of work in the risk period.

(d) This entitlement to paid no safe job leave is in addition to any other leave entitlement the Eligible Employee may have.

(e) If an Eligible Employee, during the six-week period before the expected date of birth, is on paid no safe job leave, the Employer may request that the Eligible Employee provide a medical certificate within seven (7) days stating whether the Eligible Employee is fit for work.

(f) If, the Eligible Employee has either:

(i) not complied with the request from the Employer under (e) above; or

(ii) provided a medical certificate stating that she is not fit for work,

then the Eligible Employee is not entitled to no safe job leave and the Employer may require the Eligible Employee to take parental leave as soon as practicable.

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

If:

(i) subclause 68.14(a) applies to a pregnant Employee but there is no appropriate safe job available;

(ii) the Employee will not be entitled to Long Parental Leave as at the expected date of birth; and

(iii) the Employee has given the Employer evidence that would satisfy a reasonable person of the pregnancy if required by the Employer (which may include a requirement to provide a medical certificate),

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

68.15 Returning to work after a period of parental leave

(a) An Eligible Employee must confirm to the Employer that the Eligible Employee will return to work as scheduled after a period of Long Parental Leave at least four weeks prior to the end of the leave, or where that is not practicable, as soon as practicable.

(b) An Eligible Employee will be entitled to return:

(i) unless subclause 68.15(b)(ii) or subclause 68.15(b)(iii) applies, to the position which they held immediately before proceeding on parental leave;

(ii) if the Eligible Employee was promoted or voluntarily transferred to a new position (other than to a safe job pursuant to clause 68.14), to the new position;

(iii) if subclause 68.15(b)(ii) does not apply, and the Eligible Employee began working part-time because of the pregnancy of the Eligible Employee, or their Spouse, to the position held immediately before starting to work part-time.

(c) Subclause 68.15(b) is not to result in the Eligible Employee being returned to the safe job to which the Eligible Employee was transferred under clause 68.14. In such circumstances, the Eligible Employee will be entitled to return to the position held immediately before the transfer.

(d) Where the relevant former position (per subclauses 68.15(b) and 68.15(c) above) no longer exists, an Eligible Employee is entitled to return to an available position for which the Eligible Employee is qualified and suited nearest in status and pay to that of their pre-parental leave position.

(e) The Employer must not fail to re-engage an Eligible Employee because:

(i) the Eligible Employee or Eligible Employee's Spouse is pregnant; or

(ii) the Eligible Employee is or has been immediately absent on parental leave.

(f) The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

(g) **Stillbirth or death of child – cancelling leave or returning to work**

(i) In the event of a Stillbirth, or if a Child dies during the 24-month period starting on the child's date of birth, then an Eligible Employee who is entitled to a period of unpaid parental leave in relation to the Child may:

(A) before the period of leave starts, give their Employer written notice cancelling the leave; or

(B) if the period of leave has started, give their Employer written notice that the Employee wishes to return to work on a specified day (which must be at least 4 weeks after the date on which the Employer receives the notice).

(ii) Where notice under subclause 68.15(g)(i) is given, the Employee's entitlement to Long Parental Leave in relation to the Child ends:

(A) if the action is taken under subclause 68.15(g)(i)(A), immediately after the cancellation of the leave; or

(B) if the action is taken under subclause 68.15(g)(i)(B), immediately before the specified day.

(iii) This subclause 68.15(g) does not limit subclause 68.11(b) (dealing with the Employee reducing the period of unpaid parental leave with the agreement of the Employer).

(h) **Employee who ceases to have responsibility for care of Child**

(i) This subclause applies to an Employee who has taken unpaid Long Parental Leave in relation to a Child if the Employee ceases to have any responsibility for the care of the Child for a reason other than because:

(A) of a Stillbirth; or

(B) the Child dies during the 24-month period starting on the child's date of birth.

(ii) The Employer may give the Employee written notice requiring the Employee to return to work on a specified day.

(iii) The specified day:

(A) must be at least 4 weeks after the notice is given to the Employee; and

(B) if the leave is birth-related leave taken by a female Employee who has given birth, must not be earlier than 6 weeks after the date of birth of the Child.

(iv) The Employee's entitlement to Long Parental Leave in relation to the Child ends immediately before the specified day.

68.16 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Eligible Employee proceeding on parental leave.

(b) Before the Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Eligible Employee who is being replaced to return to their pre-parental leave position.

68.17 Communication during parental leave – organisational change

(a) Where an Eligible Employee is on parental leave and the Employer proposes a change that will have a significant effect within the meaning of clause 11 (Consultation) of this Agreement on the Eligible Employee's pre-parental leave position, the Employer will comply with the requirements of clause 11 (Consultation) which include but are not limited to providing:

(i) information in accordance with clause 11.4; and

(ii) an opportunity for discussions with the Eligible Employee and, where applicable, the Eligible Employee's representative in accordance with clause 11.6.

(b) The Eligible Employee will take reasonable steps to inform the Employer about any significant matter that arises whilst the Eligible Employee is taking parental leave that will affect the Eligible Employee's decision regarding the duration of parental leave to be taken, whether the Eligible Employee intends to return to work and whether the Eligible Employee intends to request to return to work on a part-time basis.

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

68.18 Keeping in touch days

(a) This clause does not prevent an Eligible Employee from performing work for the Employer on a keeping in touch day while the Eligible Employee is taking Long Parental Leave. If the Eligible Employee does so, the performance of that work does not break the continuity of the period of Long Parental Leave.

(b) Any day or part of a day on which the Eligible Employee performs work for the Employer during the period of leave is a keeping in touch day if:

(i) the purpose of performing the work is to enable the Eligible Employee to keep in touch with their employment in order to facilitate a return to that employment after the end of the period of leave;

(ii) both the Eligible Employee and Employer consent to the Eligible Employee performing work for the Employer on that day; and

(iii) the day is not within:

(A) if the Eligible Employee suggested or requested that they perform work for the Employer on that day - 14 days after the date of birth, or day of placement, of the Child to which the period of leave relates; or

(B) otherwise - 42 days after the date of birth, or day of placement, of the Child; and

(iv) the Eligible Employee has not already performed work for the Employer or another entity on ten days during the period of leave that were keeping in touch days, subject to subclause 68.18(d)(ii) below.

(c) The Employer must not:

(i) exert undue influence or undue pressure on an Eligible Employee to consent to a keeping in touch day; or

(ii) unreasonably refuse an Employee's request to work a keeping in touch day.

(d) For the purposes of subclause 68.18(b)(iv) the following will be treated as two separate periods of unpaid parental leave (meaning that an Eligible Employee can work up to ten keeping in touch days during each period of leave):

(i) a period of Long Parental Leave taken during the Eligible Employee's available parental leave period under clauses 68.3 (Long Parental Leave – Unpaid) and 68.11 (Variation of period of unpaid parental leave (up to 12 months)); and

(ii) an extension of the period of Long Parental Leave under clause 68.12 (Right to request an extension of period of unpaid parental leave beyond 12 months).

(e) Subclause 68.18(a) does not apply in relation to the Eligible Employee on and after the first day on which the Employee takes flexible unpaid parental leave in relation to the Child.

68.19 Undertaking paid work while on a period of Parental Leave with the same Employer

(a) For the removal of doubt, an Employee is not prevented from seeking additional paid work with an Employer during a period of parental leave with that Employer, subject to the Employer and Employee reaching agreement on the terms under which that work will be performed.

(b) Where an Employee seeks additional paid work in accordance with subclause 68.19(a), the performance of such work is without prejudice to any benefits to which the Employee is entitled under this Agreement in respect of their substantive employment, including under clauses 68.15 and 68.18.

Note: Employees should be aware that undertaking work during a period of paid parental leave may affect their eligibility to receive benefits under the Commonwealth Government paid parental leave scheme.

69. Breastfeeding

69.1 Paid break

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

69.2 Place to express or feed

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

69.3 Storage

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

70. Long Service Leave

Part 1 - General

70.1 Scope

This clause is split into 4 parts:

(a) **Part 1** (Clauses 70.1 - 70.2) explains the scope of this clause and includes defined terms used across each Part;

(b) **Part 2** (Clauses 70.3 - 70.11) sets out the long service leave entitlement of Employees employed on a **full-time or part-time basis**, or who are employed as **Enrolled Nurses** at the time they take a period of long service leave or their employment ceases;

(c) **Part 3** (Clauses 70.12 - 70.19) sets out the long service leave entitlement of Employees employed as **casual Registered Nurses or casual Registered Midwives** at the time they take a period of long service leave or their employment ceases; and

(d) **Part 4** (Clauses 70.20 - 70.25) contains a series of common provisions that apply in respect of all Employees.

70.2 Definitions

The following meanings shall apply to the terms referred to below for the purposes of this clause unless a contrary intention is apparent:

(a) **Award-entitled Employee means:**

(i) a full-time or part-time Registered Nurse;

(ii) a full-time or part-time Registered Midwife; or

(iii) a full-time, part-time or casual Enrolled Nurse.

(b) **Casual Registered Nurse or Casual Registered Midwife** means a Registered Nurse or Registered Midwife employed on a casual basis in accordance with clause 19 (Casual Employment).

(c) **Institution** means any Employer, or a hospital or benevolent home, community health centre, Society or Association:

(i) named in Appendix 1 of this Agreement;

(ii) that was registered and subsidised pursuant to the Hospital and *Charities Act 1958* (Vic) or the *Health Services Act 1988* (Vic);

(iii) the Cancer Institute constituted under the *Cancer Act 1958* (Vic);

(iv) the Fairfield Hospital Board;

(v) the Victorian Bush Nursing Association (Inc.); or

(vi) a Bush Nursing institution.

(d) **Full-time or part-time Registered Nurse or Registered Midwife** means a person classified or employed as such at the time they apply for or commence long service leave.

(e) **LSL Act** means the Long Service Leave Act 2018 (Vic).

(f) **Month** means a calendar month.

(g) **Pay** means:

(i) for an Award-entitled Employee (subject to subclause 70.2(g)(ii) for part-time Employees), remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix 2, at the time the leave is taken or (if they die before the completion of leave so taken) as at the time of their death, and will include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave;

(ii) for a part-time Employee whose ordinary hours of work fluctuate because the Employee works additional ordinary shifts (but excluding a permanent variation), the greater of:

(A) the Employee's ordinary weekly hours at the time long service leave is taken; or

(B) the average weekly ordinary hours the Employee worked over the preceding 12 months; and

(iii) for a casual Enrolled Nurse, the remuneration for the Employee's normal weekly hours of work at their ordinary pay calculated in accordance with sections 15 and 16 of the LSL Act.

(h) **Service** means employment with an Employer, Institution or Statutory Body.

(i) **Statutory Body** means the Hospital and Charities Commission of Victoria, a public entity within the meaning of the *Public Administration Act 2004* (Vic), the Department of Education and Early Childhood Development, the Health Commission of Victoria, the DOH and the Nurses Board of Victoria.

(j) **Transfer of business** occurs in the circumstances described at section 311 of the Act.

Part 2 - Long service leave for Award-entitled Employees

70.3 Application of Part 2

This part (clauses 70.3 - 70.11) applies to Award-entitled Employees only.

70.4 Entitlement

(a) Subject to clause 70.6, Award-entitled Employees are entitled to:

(i) six months' long service leave with Pay on completion of fifteen years of Continuous Service; and

(ii) thereafter an additional two months' long service leave with Pay on completion of each additional five years of Continuous Service.

(b) Subject to subclause 70.7(c), the entitlement under subclause 70.4(a)(i) may be taken in advance on a pro rata basis if the Employee has accrued at least 7 years' Continuous Service.

70.5 Calculating Continuous Service

(a) **Definitions:**

(i) **Continuous Service** means continuous Service with the same Employer plus any prior continuous Service of six months or more with one or more Institutions or Statutory Bodies directly associated with such Institutions.

(ii) **Continuous Casual Employment** means, for the purpose of subclause 70.5(b), a period or periods of casual employment with the same Employer that are taken to be continuous, because one of the following applies:

(A) the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the Allowable Period of Absence, or 12 weeks (whichever is greater);

(B) the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer;

(C) the gap between engagements was due to the terms of engagement of the casual Employee;

(D) the gap between engagements was caused by seasonal factors; or

(E) the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

(b) **Periods that count towards Continuous Service**

Service or prior service during the following periods will be deemed to be continuous and will count as Continuous Service for the purpose of subclause (a):

(i) an absence from work on any form of paid leave (e.g. annual leave, personal leave, long service leave and paid parental leave);

(ii) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;

(iii) any absence on account of illness or injury arising out of or in the course of the employment for a period during which an Award-entitled Employee is receiving compensation make-up pay under clause 29 (Compensation Make-Up Pay);

(iv) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001* (Cth);

(v) a period of absence on community service leave under the Act;

(vi) in the case of unpaid absences not otherwise referenced in this subclause:

(A) any unpaid leave that is authorised in advance in writing by the Employer to count as service;

(B) any unpaid parental leave taken between 1 November 2018 and 30 June 2020 that counts as service because of an application made by the Employee under clause 70.11 of the 2020 Agreement; or

(C) up to (and including) 30 June 2020, any unpaid absence from work of not more than fourteen days in any year on account of illness or injury; or

(D) on and from 1 July 2020:

1) any period of unpaid leave taken on account of illness or injury;

2) a period of parental leave, including parental leave that is extended under clause 68.12; and

3) the first 52 weeks of any other type of unpaid leave not specifically referenced in this subclause 70.5(b)(vi);

(vii) periods of Continuous Casual Employment with the current Employer (whether or not in a role covered by this Agreement);

(viii) prior Continuous Casual Employment of six months or more that was with one or more Institutions or Statutory Bodies directly associated with such Institutions (subject to clauses 70.8(c) and 70.24), provided that in the case of a casual Registered Nurse or casual Registered Midwife, portability of such Service will only apply if the Employee was an Award-entitled Employee at the time their employment with the other Institution or associated Statutory Body was terminated; and

(ix) prior employment with a public health service in another State or Territory or Council in Victoria as defined in the *Local Government Act 2020* (Vic), as follows:

(A) such employment may only be recognised on the first occasion that the Employee commences employment with an Employer after 24 June 2024;

(B) such employment will only be recognised in respect of the period of employment that was recognised as continuous service for the purpose of the Employee's long service leave entitlement with the interstate public health service or Council (as applicable); and

(C) such employment will only be recognised where the break between ceasing employment with the interstate public health service, and commencing employment with the Employer, is no more than the greater of two Months or the Allowable Period of Absence,

save that if long service leave was already taken or paid in lieu in respect of any such period, no further benefit to long service leave will arise in respect of that period.

(c) **Periods that do not break Continuous Service, but do not count towards Continuous Service**

Unless otherwise agreed in writing in advance between the Employer and Employee, the following periods do not break Continuous Service but do not count towards an Award-entitled Employee's Continuous Service for the purpose of calculating the Employee's long service leave entitlement:

(i) any authorised period of unpaid leave as an Award-entitled Employee not referred to in subclause 70.5(b);

(ii) subject to the requirements of the Act, any interruption arising directly or indirectly from an industrial dispute;

(iii) any period between the engagement with one Institution or Statutory Body and another provided it is less than the Allowable Period of Absence from employment (as defined above at subclause 4.1(f));

(iv) the dismissal of an Employee if the Employee is re-employed by the same Employer within a period not exceeding two months from the date of such dismissal;

(v) any absence on account of injury arising out of or in the course of their employment not covered by a period in which the Award-entitled Employee is receiving compensation make-up pay or other paid leave;

(vi) any unpaid absence of not more than 24 months for the sole purpose of an Award-entitled Employee undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given;

(vii) any absence from work of a female Award-entitled Employee for a period not exceeding 12 months in respect of any pregnancy not covered by subclauses 70.5(b)(i) or (vi); or

(viii) the break between periods of employment that is referenced above at subclause 70.5(b)(ix)(C).

70.6 Accrual rate for mixed service (Registered Nurses and Registered Midwives)

Where a Registered Nurse or Registered Midwife has Continuous Service that includes a mixture of full-time/part-time service, on the one hand, and eligible casual service (i.e. service within the meaning of subclause 70.5(b)(viii)) as a Registered Nurse or Midwife (or service within the meaning of subclause 70.5(b)(vii)) on the other, the accrual rates for their long service leave entitlement will correspond to the relative periods of each type of the service. That is:

(a) the periods of full-time/part-time service will accrue at the rate of 1.733 weeks' per year of eligible service; and

(b) the periods of eligible casual service will accrue at the rate of 0.8667 weeks per year of eligible service.

Example:

Period	**Nature of Employment or Leave**	**Accrual Rate for LSL Purposes (Weeks Per Year of Service)**	**Duration of Period**	**Total Amount of LSL Accrued for Period (in Weeks)**	**Comment**
1/1/2008 – 31/12/2010	Casual	0.8667 (13 weeks after 15 years' service)	3 years	2.6001 (3 years x 0.8667)	
1/1/2011 – 31/12/2015	Full-time	1.733 (26 weeks after 15 years' service	5 years	8.665 (5 years x 1.733)	
1/1/2016 – 31/12/2016	Unpaid Parental Leave	NIL	1 year	NIL	No accrual of LSL during unpaid Parental Leave before November 2018
1/1/2017 – 31/12/2020	Part-time	1.733	4 years	6.932 (4 years x 1.733)	
1/1/2020 – 31/12/2021	Unpaid Parental Leave	1.733	2 years	3.466	If application made under clause 70.11 for recognition of the period between 1 Jan 2020 - 30 June 2020
				Total 21.6631 weeks of accrued LSL	

70.7 Taking of leave

(a) **When leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement under subclause 70.4(a) save that:

(i) long service leave may be postponed to a mutually agreeable date;

(ii) if agreement cannot be reached, the date will be determined by a member of the Fair Work Commission provided that such a determination will not require leave to commence before six months from the date of such determination; and

(iii) leave the subject of approval or grant under subclause 70.7(c) shall be taken in accordance with the terms of the application or agreement.

(b) **How leave is to be taken**

Long service leave will be taken:

(i) in one period or more periods, with each period being not less than 1 day; or

(ii) where it is taken as part of a transition to retirement arrangement, any other way agreed upon by the Employer and Employee.

(c) **Long service leave in advance**

(i) If an Award-entitled Employee has completed ten years' Continuous Service, an Employer may, by agreement with the Employee, grant long service leave in advance on a pro rata basis.

(ii) Supplementary to subclause 70.7(c)(i), if an Award-entitled Employee requests to take long service leave on a pro rata basis under subclause 70.4(b), the Employer must grant the Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

(d) **Flexible taking of leave: double leave at half pay**

(i) An Employer may approve an application by an Award-entitled Employee to take double the period of long service leave at half pay.

(ii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 70.7(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.

(iii) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under subclause 70.7(d)(i).

(iv) If granting the request under this subclause would result in an additional cost to the Employer, the Employer may refuse the Employee's request.

(v) Flexible taking of long service leave does not affect an Employee's period of continuous service recognised. For example, an Employee taking 12 months of long service leave at half pay will, for the purpose of calculating continuous service, have six months of continuous service recognised.

70.8 Payment on termination of employment

(a) **Interpretation**

For the purposes of this clause 70.8, termination of employment has its ordinary meaning, provided that:

(i) it is taken to occur upon conversion from full-time or part-time employment to casual employment; and

(ii) it is not taken to occur at the cessation of each shift as a casual Enrolled Nurse.

(b) **Basic entitlement at termination of employment**

Except where an election is made under subclause 70.8(c) below, an Employee with an entitlement to long service leave under clause 70.4 is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at the applicable rate, namely:

(i) for full-time and part-time Registered Nurses and Registered Midwives who derive a long service leave entitlement at the mixed accrual rates referred to in clause 70.6 above, at those rates (provided that the termination occurred on or after 23 December 2016); or

(ii) otherwise, one thirtieth of the period of continuous service.

(c) **Election for payment of entitlement or transfer of entitlement at termination**

(i) An Award-entitled Employee who has an entitlement to take long service leave on a pro rata basis under subclause 70.4(b) (who therefore has less than 15 years' continuous service) and who intends to be re-employed by another Institution or Statutory Body may:

(A) request in writing that payment for accrued long service leave be deferred until after the Employee's Allowable Period of Absence (as defined above) has expired; and

(B) where the Employee notifies the initial Employer in writing within the Allowable Period of Absence that the Employee has been employed by another Institution or Statutory Body, and the re-employment meets the criteria set out in in subclause 70.8(c)(iii) below, the initial Employer is no longer required to make payment to the Employee in respect of such service.

(ii) Where the notice referred to at subclause 70.8(c)(i)(B) is not provided prior to or within the Allowable Period of Absence, the Employer will, upon the expiration of the Allowable Period of Absence, make payment in lieu of long service leave as per subclause 70.8(b).

(iii) For the purposes of this subclause, re-employment by another Institution or Statutory Body means employment as an Award-entitled Employee.

(iv) For the removal of doubt, an Award-entitled Employee who has an entitlement to take long service leave under subclause 70.4(a) may not make an election under this clause in respect of that entitlement.

(d) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee who has an entitlement to long service leave (or pro rata long service leave) under clause 70.4 dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in subclause 70.8(b) above.

70.9 Public holidays and Accrued Days Off

Long service leave is inclusive of Public Holidays and Accrued Days Off. See also clauses 56 (Public Holidays) and 43 (Accrued Days Off).

70.10 No entitlement arising for periods of leave already taken

For the removal of doubt, where an Employee makes an election under subclause 70.8(c) such that their previous service is recognised by the new Employer, the Employee's previous employer is no longer liable to make any payment in lieu of that Employee's service.

70.11 Not used

Part 3 - Long service leave for Casual Registered Nurses and Casual Registered Midwives

70.12 Application of Part 3

A Casual Registered Nurse or Casual Registered Midwife shall be entitled to long service leave with ordinary pay in accordance with this Part 3 (clauses 70.12 - 70.19).

70.13 Interpretation

For the purposes of this Part 3:

(a) **One Employer** has the meaning given in section 11 of the LSL Act;

(b) **Continuous employment** has the meaning given in sections 12-14 and 57 of the LSL Act;

(c) **Ordinary pay** has the meanings given in sections 15, 17 and 21 of the LSL Act; and

(d) **Normal weekly hours** has the meaning given in sections 16 and 17 of the LSL Act.

70.14 Entitlement

At any time after completing 7 years of Continuous employment with one Employer, an Employee is entitled to an amount of long service leave on ordinary pay equal to 1/60th of the Employee's total period of Continuous employment less any period of long service leave taken during that period.

70.15 Taking of leave

(a) **When leave is to be taken**

In accordance with section 18(2) of the LSL Act, an Employer must grant an Employee's request to take long service leave as soon as practicable after receiving the request unless the Employer has reasonable business grounds for refusing the request.

(b) **How leave is to be taken**

In accordance with section 18(1) of the LSL Act, an Employee may request to take long service leave for a period of not less than 1 day.

(c) **Long service leave in advance**

(i) Subject otherwise to this Part 3 and in accordance with section 8(1) of the LSL Act, an Employer may agree to a casual Registered Nurse or casual Registered Midwife taking long service leave prior to them completing 7 years of Continuous employment and at any time before they become entitled to long service leave.

(ii) If an Employee takes long service leave in advance and the Employee's employment ends before the entitlement to the leave would otherwise have accrued:

(A) the amount paid for the proportion of leave which the Employee will not become entitled becomes an amount owed by the Employee to the Employer;

(B) the Employer may deduct this amount from any payment owed to the Employee as a result of the ending of employment; and

(C) the relevant period of service will not count as a period in respect of which long service leave has already been taken (or paid in lieu) for the purpose of subclause 70.5(b) above (Periods that count towards Continuous Service).

(d) **Flexible taking of leave: double leave at half pay**

(i) An Employee may request an Employee to take double the period of long service leave at half pay.

(ii) An Employer must grant such a request unless:

(A) granting the request would result in an additional cost to the Employer; or

(B) the Employer otherwise has reasonable business grounds for refusing the request.

(iii) Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 70.15(d). The Employer will not be held responsible in any way for the cost or outcome of any such advice.

(iv) The Employer, if requested by the Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under this subclause.

70.16 Payment on termination of employment

(a) **Basic entitlement at termination of employment**

An Employee with seven or more years of Continuous employment is entitled to payment in lieu of untaken long service leave upon termination of employment, calculated at 1/60th of the period of Continuous employment.

(b) **Payment in lieu of long service leave on the death of an Employee**

Where an Employee covered by this part has completed at least seven years' Continuous employment and dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Employee's personal representative equal to that in subclause 70.16(a) above.

70.17 Public holidays & Annual leave

Long service leave does not include any public holiday occurring, or annual leave taken, during the period when the long service leave is taken.

70.18 No entitlement arising for periods of leave already taken

For the removal of doubt, no entitlement to long service leave (or payment in lieu) arises in respect of Continuous employment for which long service leave has already been taken or payment in lieu of leave has been received.

70.19 Other terms and conditions necessary for this Part

Any other term or condition necessary for the operation of this Part shall be in accordance with the applicable term or condition in the LSL Act.

Part 4 - Common conditions applicable to all Employees

70.20 Payment for period of leave

(a) Payment will be made in one of the following ways:

(i) in full advance when the Employee commences their leave;

(ii) at the same time as payment would have been made if the Employee had remained on duty; or

(iii) in any other way agreed between the Employer and the Employee.

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

70.21 Proof of sufficient aggregate of service

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement will at all times rest upon the Employee concerned. A Certificate of Service in accordance with Appendix 6 will constitute acceptable proof.

70.22 Records

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

70.23 Transfer of business

Where a Transfer of Business occurs, an Employee who worked with the old Employer and who continues in the service of the new Employer will be entitled to count their service with the old Employer as service with the new Employer for the purposes of this clause.

70.24 Concurrent Service

(a) Subject to subclause (b), concurrent service with two or more Employers remains separate and distinct.

(b) If an Award-entitled Employee transfers from an Employer (the first Employer) to a new Employer (the new Employer) as an Award-entitled Employee, but retains concurrent employment with the first Employer as a casual Employee, then the Employee's service with the first Employer may transfer to the new Employer (despite the Employee remaining employed with the first Employer), if:

(i) the Employee does not have an entitlement to take long service leave under subclause 70.4(a);

(ii) the Employee has not already taken or been paid in lieu of long service leave in respect of the relevant period; and

(iii) either:

(A) the Employee transfers their entitlement to the new Employer in accordance with subclause 70.8(c) (Election for payment of entitlement or transfer of entitlement at termination); or

(B) the second Employer otherwise confirms in writing to the first Employer that the period of service has been so recognised (e.g. in accordance with Appendix 6). For the removal of doubt, where the second Employer recognises the Employee's service with the first Employer, it must provide written notification of its determination to the first Employer.

(c) If an Award-entitled Employee's long service leave entitlement is transferred in accordance with subclause 70.24(b):

(i) the first Employer will no longer be liable for the service, and the long service leave liability for the service as an Award-entitled Employee with the first Employer will transfer to the new Employer;

(v) any casual service that occurs with the first Employer after the transfer referred to in subclause 70.24(b) above will be considered separate and distinct service commencing from when the Employee ceased being an Award-entitled Employee with the first Employer, provided that:

(A) the qualifying period required to manifest an entitlement to long service leave with the First Employer does not reset (that is, the Employee's prior service with the first Employer can be counted when calculating any future entitlement to long service leave with the first Employer);

(B) no benefit to long service leave will arise with the first Employer in respect of the prior period of employment with the first Employer; and

(C) the Employee's prior service with the first Employer is to be disregarded when calculating the Employee's normal weekly hours with the first Employer (e.g. for the purpose of sections 16 and 17 of the LSL Act).

(ii) If the Employee is not entitled to transfer their service as an Award-entitled Employee from the first Employer to the new Employer, or does not take the steps required in subclause 70.24(b), the first Employer will, where applicable, make payment in lieu of long service leave for the Continuous Service with the first Employer upon ceasing permanent employment with the first Employer (under subclause 70.8(b) - Basic entitlement at termination of employment).

Example 1:

An Award-entitled Employee is employed at the same time by Employer A, and Employer B.

The Award-entitled Employee accrues service towards long service leave at each of Employer A and Employer B.

If the Award-entitled Employee had been employed by Employer A for 11 years and Employer B for 6 years, the Award-entitled Employee can take LSL from Employer A, but would need to continue working at Employer B until sufficient Continuous Service had accrued.

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

(a) transfer the 6 years' service with Employer B to Employer C; and

(b) have the accrued LSL from the 11 years' service with Employer A paid out in lieu on termination.

Example 2:

An Award-entitled Employee has worked for Employer A for 6 years. On 1 June 2021, the Employee commences employment with Employer B as an Award-entitled Employee. To take up this opportunity, the Employee ceases permanent employment with Employer A. However, the Employee commences a casual employment relationship with Employer A within 12 weeks after resigning from their permanent position with Employer A.

The Employee:

(a) could transfer the 6 years' service with Employer A to Employer B, and would be eligible to take LSL with Employer B once sufficient Continuous Service had accrued (taking into account the transferred service); and

(b) could take LSL on a pro rata basis with Employer A after sufficient Continuous Service had accrued, save that no entitlement would arise in respect of the prior 6 years' service that has been transferred to Employer B.

70.25 Savings

(a) No Employee shall suffer any detriment as a result of the operation of this clause to their entitlement to long service leave existing immediately prior to the coming into force of this clause.

71. Blood Donors Leave

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

72. Absences on Defence Leave

(a) A Full-Time or Part-Time Employee absent on defence service will be reimbursed by the Employer an amount equal to the difference between:

(i) the amount paid in respect of a period during which the Employee was absent on defence service; and

(ii) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been absent on defence service.

(b) An Employee will notify the Employer as soon as possible of the date they require absence on defence service**.** The Employee will give the Employer proof that the absence relates to defence service, the duration of such absence and the amount received for the relevant defence service period.

(c) In this clause '**absence on defence service**' has the meaning contained in section 24A of the *Defence Reserve Service (Protection) Act 2001* (Cth).

Example: The Employee is on Defence Service leave for the duration of a particular pay period. Were the Employee not on Defence Service leave in that pay period they would have worked on the Sunday and Monday evening shift of each week of the pay period. The Employee is entitled to payment as though at work for each of the Sunday and Monday evening shifts, less the amount of payment (not including reimbursements) from the Defence Service for the equivalent time of the Sunday and Monday evening shifts.

72A. Leave to Engage in Voluntary Emergency Management Activities

(a) An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to leave for:

(i) time when the Employee engages in the activity;

(ii) reasonable travelling time associated with the activity; and

(iii) reasonable rest time immediately following the activity.

(b) The Employee must advise the Employer as soon as reasonably practicable if the Employee is requested to attend a voluntary emergency management activity and must advise the Employer of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by the Employer.

(c) Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

(d) An Employee who is required to attain qualifications or to requalify to perform activities in an emergency management body must be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of the Employer.

(e) The leave under this clause will be paid up to two weeks, save that approval of paid leave is subject to the operational requirements of the Employer resulting from any emergency.

(f) Nothing in this clause limits the ability of an Employee to be absent from employment for engaging in eligible community service activity in accordance with Division 8 of the Act.

Note: Under the Act, an Employee who engages in an eligible community service activity is entitled to be absent from employment without pay (or in some circumstances, with pay). The relevant period consists of time engaged in the community service activity, reasonable travel time and reasonable rest time. Eligible community service activity means jury service, a voluntary emergency service management activity (such as voluntary work relating to an emergency or natural disaster when performed for a recognised emergency management body - as defined), or an activity prescribed from time to time. There are particular notice requirements so that the employer is advised of the forthcoming absence and how long it is expected to last. For jury service, there are special rules about pay rates, there is a limit of 10 days' paid leave and jury service does not apply to casual Employees. Note also that any more generous State or Territory community service leave entitlements may nevertheless apply.

72B. Special Disaster Leave

(a) From 24 June 2024, special disaster leave of up to 3 days per occasion is payable where:

(i) the Employee is a full-time or part-time Employee;

(ii) personal leave is not available either because the Employee has exhausted the accrual or in the circumstance does not qualify for personal leave; and

(iii) the Employee is unable to attend work due to a disaster (such as fire or flood) where:

(A) the Employee's residence is damaged or under imminent threat of major damage;

(B) the lives or safety of their Immediate family or household members are threatened; or

(C) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.

(b) Special disaster leave is non-cumulative.

(c) Where requested by the Employer, the Employee must provide evidence that would satisfy a reasonable person of the reasons for accessing leave under this clause.

73. Cultural and Ceremonial leave

73.1 General

In addition to any paid leave entitlement below, an Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial

purposes will also be entitled to up to ten working days' unpaid leave in any one year, with the approval of the Employer.

73.2 NAIDOC Week Leave

(a) An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per calendar year to participate in National Aboriginal and Islander Day Observance Committee (**NAIDOC**) week activities and events.

(b) NAIDOC week leave does not accrue from year to year and is not paid out on termination of employment.

(c) Where an Employer receives a request to substitute a public holiday in accordance with clause 56.4 of this Agreement for a day during NAIDOC week, the Employer will consider all the circumstances including:

(i) any reason identified by the Employee with respect to the request; and

(ii) the operational requirements of the Employer.

(d) An Employer will not unreasonably refuse a request to substitute a public holiday under this subclause.

73.3 Ceremonial Leave (applicable from 24 June 2024)

(a) Aboriginal and/or Torres Strait Islander Employees are entitled to three days' paid leave in each year of employment for ceremonial purposes that are:

(i) connected with the death of a member of the Immediate family or extended family; or

(ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

(b) For the purposes of this subclause, “extended family” has a meaning that recognises that extended families exist within Aboriginal and/or Torres Strait Islander society and obligations of Aboriginal and/or Torres Strait Islander Employees may exist regardless of the existence of a bloodline relationship or not. Family also extends to cover relationships where there is a close association, which need not be a blood relationship.

(c) Paid Ceremonial Leave will not accrue from year to year and is not paid out on termination of employment.

(d) Leave granted under this clause is in addition to Compassionate Leave.

(e) To support the Employee in fulfilling their ceremonial obligations, the Employee may also access any other accrued leave, time in lieu, or otherwise may be granted unpaid leave in accordance with the requirements of those entitlements.

73.4 Leave to participate in the First Peoples’ Assembly of Victoria (applicable from 24 June 2024)

(a) An Employee who is a member of the First Peoples Assembly of Victoria is entitled to up to 10 days' paid leave per calendar year to fulfil their official functions during their term of office.

(b) Leave will be available to attend sessions of the First Peoples’ Assembly of Victoria to participate in constituent consultation relevant to their role or for any other ancillary purpose as agreed with the Employer.

(c) Leave under this clause will not accrue from year to year and is not paid out on termination of employment.

(d) Where in any calendar year an Employee exhausts their entitlement under this clause, the Employer may grant further paid or unpaid leave to support their Employee's representative functions.

(e) The Employee may also utilise flexible working arrangements, in addition to leave provided in this clause, to help support their representative functions, with the agreement of the Employer.

73A Gender Affirmation

This clause applies from 24 June 2024.

73A.1 The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender affirmation.

73A.2 Gender affirmation refers to the process where an Employee commences living as a member of another gender. This is sometimes referred to 'affirming' their gender. This may occur through medical, social or legal changes.

73A.3 Employees may give effect to their affirmation in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

73A.4 Amount of gender affirmation leave

(a) An Employee (other than a Casual Employee is entitled to Gender Affirmation Leave for the purpose of supporting the Employee's affirmation in accordance with subclause 73A.4(c) below. Gender Affirmation Leave will comprise:

(i) up to 20 days' paid leave for essential and necessary gender affirmation procedures; and

(ii) up to 48 weeks of unpaid leave.

(b) The Gender Affirmation Leave entitlements outlined in clause 73A.4 are available to be taken by the Employee within the first 52 weeks after they commence Essential gender affirmation procedures.

(c) **Essential gender affirmation procedures** may include:

(i) medical or psychological appointments; or

(ii) hormonal appointments; or

(iii) surgery and associated appointments; or

(iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or

(v) any other similar necessary appointment or procedure to give effect to the Employee's affirmation as agreed with the Employer.

(d) An Employee who is entitled to unpaid Gender Affirmation Leave may, in conjunction with all or part of that leave utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks. This period can be extended by agreement

between the Employer and the Employee (agreement will not unreasonably withheld).

(e) Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the Employer.

(f) Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

73A.5 Gender Affirmation Leave – Casual Employees

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender affirmation purposes.

73A.6 Notice and evidence requirements

(a) An Employee seeking to access Gender Affirmation Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.

(b) An Employee seeking to access Gender Affirmation Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a Registered Health Practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.

74. Jury Service

74.1 An Employee required to attend for jury service will be reimbursed by the Employer an amount equal to the difference between:

(a) the amount paid in respect of attendance for jury service; and

(b) the amount the Employee could reasonably expect to have received from the Employer as earnings for that period had the Employee not been performing jury service.

74.2 An Employee will notify the Employer as soon as possible of the date they are required to attend jury service. The Employee will give the Employer proof of attendance at the court, the duration of such attendance and the amount received for jury service.

74A Foster and Kinship Care

74A.1 From 24 June 2024, an Employee who provides short-term foster or kinship care as the primary caregiver to a child who cannot live with their parents as a result of an eligible child protection intervention is entitled to up to two days' paid leave on up to five occasions per calendar year to be taken at the time the placement of the child with the Employee commences.

74A.2 For the purposes of this clause Foster and Kinship Care includes:

(a) Foster Caring, which is the temporary care of a child of up to 18 years of age on a short-term basis by an Employee who is an accredited foster carer;

(b) Kinship Care, which is temporary care provided by an Employee who is a relative or a member of the child's social network when the child cannot live with their parents; and/or

(c) Aboriginal Kinship Care, which is temporary care provided by an Employee who is a relative or friend of an Aboriginal child who cannot live with their parents, where Aboriginal family and community and Aboriginal culture are valued as central to the child's safety, stability and development.

74A.3 Eligible child protection interventions include emergency respite and short-term or long-term placements on a non-permanent basis, as issued by the Victorian Department of Health, the Children's Court or other similar federal, state or judicial authority.

74A.4 Subject to the approval of the Employer, the paid leave provided in this clause may be used in conjunction with any other paid or unpaid leave entitlements the Employee may be eligible for under this Agreement.

74A.5 In the case of foster carers, one occasion totalling up to two days duration may be used for accreditation purposes, including attending compulsory interviews or training.

74A.6 The Employer may require the Employee to provide reasonable evidence to satisfy themselves of the Employee's entitlement to leave under this provision.

PART H – EDUCATION AND PROFESSIONAL DEVELOPMENT

75. Professional Development Leave

Other than clause 75.8, this clause does not apply to casual Employees.

75.1 Professional Development Leave

(a) All Nurses and Midwives must meet the continuing professional development (**CPD**) standards of the Nursing and Midwifery Board of Australia.

(b) CPD means activities that maintain knowledge in the Employee's current area of practice, improve and broaden their knowledge, expertise and competence, and develop the personal and professional qualities required through their professional lives. The CPD cycle involves:

(i) reviewing practice;

(ii) identifying learning needs;

(iii) planning and participating in relevant learning activities; and

(iv) reflecting on the value of those activities.

(c) Professional development leave includes conference/seminar leave and may also be utilised for activities including research or home study.

75.2 Amount of professional development leave

(a) All Employees are entitled to five days' paid professional development leave (as defined in subclause 75.1(b)).

(b) An Employee who is a Nurse Practitioner will be entitled to a further 10 hours of paid professional development leave per annum.

(c) The entitlement at (a) above for part-time Employees will be on a pro rata basis.

(d) Professional development leave does not accumulate from year to year.

75.3 Payment

A day for the purposes of professional development leave is the Employee's normal shift length. For example, a night shift worker who takes professional development leave for a 10-hour night shift is entitled to 10 hours' payment.

75.4 Application

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

75.5 Response to application

(a) An application for professional development leave will be approved by the Employer unless there are exceptional circumstances that justify non-approval.

(b) The Employer must notify the Employee in writing whether the leave request is approved within seven days.

(c) If the leave is not approved, the reasons will be included in the notification to the Employee.

(d) The use of professional development leave is at the sole discretion of the Employee and except for the conditions in this clause, no other conditions attach to the granting of professional development leave.

75.6 Leave not granted

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

75.7 Where leave occurs on a rostered day off

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

(a) allocation of a day's professional development leave paid at the ordinary rate of pay;

(b) time off in lieu on a mutually agreed day, to be granted within 28 days;

(c) where time off in lieu is not agreed or does not occur within 28 days, an additional day's ordinary pay; or

(d) an additional day's annual leave which will not attract leave loading.

75.8 Mandatory Training

(a) Any education or training deemed compulsory or mandatory by the Employer will occur within an Employee's paid time, and overtime applies where it would otherwise apply. *No deduction will be made to an Employee's annual professional development leave for mandatory training.*

76. Study Leave

This clause does not apply to casual Employees.

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

76.1 When paid study leave is available

(a) From 24 June 2024, paid study leave will be available to all Employees where a component of the course is relevant to nursing and/or midwifery.

(b) Paid study leave may be taken as mutually agreed by, for example, four hours per week, eight hours per fortnight or blocks of 38 hours at a residential school.

(c) A part-time Employee will be entitled to paid study leave on a pro rata basis.

(d) Leave pursuant to this clause does not accumulate from year to year.

76.2 Application

An Employee wishing to take study leave must:

(a) apply in writing to the Employer as early as possible prior to the proposed leave date; and

(b) include with the application:

(i) details of the course and institution in which the Employee is enrolled or proposes to enrol; and

(ii) details of the relevance of the course to the Employee's employment.

76.3 Response to application

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

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

77. Examination Leave

This clause does not apply to casual Employees.

77.1 Where examination leave is available

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

77.2 Examination leave

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

77.3 Employee eligibility

To be eligible for examination leave, an Employee must:

(a) be employed to work, on average, at least three shifts or 24 hours per week; and

(b) have been employed for not less than eighteen (18) months by their current Employer immediately prior to taking of examination leave.

77.4 Eligible course of study

(a) To be eligible for examination leave, the course of study must be:

(i) related to the Employee's Classification in Grades duty requirements; and

(ii) relevant to advancement through the career structure and to employment at the establishment.

(b) Such a course of study would normally be undertaken in a tertiary institution.

77.5 Time of taking leave

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

77.6 Payment

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

78. Staff Replacement

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

79. Post-registration Students

This clause does not apply to students covered by clause 79A.

79.1 Post-registration student means an Employee who is:

(a) a Registered Nurse or Registered Midwife; and

(b) undertaking post-registration study.

79.2 Post-registration study means:

(a) study by a Registered Nurse leading to registration as a midwife; or

(b) study by a Registered Nurse or Registered Midwife for the purpose of obtaining a post-registration qualification.

79.3 **Substantive Salary** means at the Employee's appropriate rate of pay according to the Employee's classification and Years of Experience as a Registered Nurse or Registered Midwife as normally in place before proceeding to commence as a post-registration student. Where the employee is not an Employee covered by this Agreement, substantive salary is to be determined as though the Employee was an Employee of the Employer, immediately before commencing post-registration study.

79.4 A post-registration student (other than one to whom clause 79.5 applies) who is undertaking the post-registration study within an employment model, will be paid for that period, including periods of clinical placement/supervised experience, at their Substantive Salary.

Postgraduate Midwifery Students – Employment Model

79.5 A Registered Nurse undertaking post-graduate midwifery study as part of their employment will:

(a) be engaged at a minimum of 0.6 EFT;

(b) be paid their substantive rate for all clinical placement/supervised experience that occurs within SCN/Pre Natal/Post Natal/birthing suite; and

(c) will not be paid for time outside of the roster save as referred to in (b) above.

"**outside of the roster**" for the purposes of this clause means any period where the Employee is not rostered or otherwise not required to be on duty.

79.5A The arrangement described at clause 79.5 does not prevent a Registered Nurse from choosing to work additional shifts as a Registered Nurse, in which case those additional shifts will be paid as though the Employee was not in that employment arrangement.

79.6 A post-registration student who is undertaking the post-registration study outside of any employment arrangement with their Employer, whose Employer has the clinical setting to provide their periods of supervised experience, will pay the Employee their Substantive Salary while undertaking supervised experience (excluding clinical placement).

79.7 Nothing in clauses 79.4 to 79.6 above affects an Employee's Level, grade, subgrade or increment otherwise applicable for work performed during the period of study that is not a direct requirement of the post-registration study.

79.8 The period for which a Registered Nurse or Registered Midwife is paid will be counted in the Employee's Years of Experience as a Registered Nurse/Registered Midwife.

79.9 Nothing in this clause will affect more beneficial current arrangements in place with an Employee at the commencement of this Agreement.

79A Victorian Maternal and Child Health Nurse Student

79A.1 Definition

Victorian Maternal and Child Health Nurse Student or **VMCHNS** for the purposes of this clause is a Registered Nurse and Midwife enrolled in an accredited post graduate degree/diploma (or equivalent) in child and family health.

79A.2 Employment VMCHNS

(a) VMCHNS will be employed on a fixed term basis or engaged on a casual basis.

(b) An Employer operating a maternal and child health service may enter into an agreement with the ANMF to facilitate employment of VMCHNS in accordance with these provisions.

79A.3 Termination of Employment

(a) Employment will conclude:

(i) from when the Employee terminates their employment;

(ii) from when the Employer terminates the employment in accordance with this Agreement;

(iii) when the Employee withdraws, defers from or fails their course of education;

(iv) on completion of the education necessary to work as a Maternal and Child Health Nurse; or

(v) in the case of a casual, in accordance with clause 19 (Casual Employment).

79A.4 Rate of pay for VMCHNS

A VMCHNS will be paid 95% of the rate for a Maternal and Child Health Nurse set out in Part 1 of Appendix 2.

79A.5 Other terms and conditions for VMCHNS

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

79A.6 Continuity of service

Continuity of Service as a Registered Nurse/Registered Midwife will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse/Registered Midwife is less than 12 months.

79A.7 Notification to ANMF regarding commencement of a VMCHNS model

The Employer will, prior to commencing a model, provide to the ANMF:

(a) the proposed Position Description;

(b) the proposed Core activity list;

(c) the proposed Exclusion List; and

(d) the proposed supervision arrangements.

The Employer will consult with the ANMF about the matters at (a) to (d) above.

PART I – UNION MATTERS AND COMMITTEES

80. Union Matters

80.1 Access to Employees – General

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

80.2 Access to Employees – Electronic communication

The Employer will ensure that:

(a) emails from the Union domain name are not blocked or restricted by or on behalf of the Employer, except in respect of any individual Employee who has made a written request to the Employer to block such emails;

(b) emails from Employees to the Union are not blocked or restricted by or on behalf of the Employer;

(c) access from health service computers and like devices to Union websites and online information is not blocked, or limited; and

(d) where a genuine security concern arises regarding the above, the Employer will immediately notify the Union to enable the security concern to be addressed.

80.3 Access to Employees – Orientation

(a) The Union may attend and address new Employees as part of orientation/induction programs for new Employees (where the orientation/induction may include a person eligible for membership of the Union), provided that any attendance for the purposes of discussions with the Employees meets the right of entry requirements under Part 3-4 of the Act (**Entry Requirements**). The details of such attendance will be arranged by the Employer in consultation with the Union.

(b) An Employer will advise the Union of the date, time and location of orientation/induction programs not less than 14 days prior to the orientation/induction program.

(c) Those covered by this Agreement acknowledge the increasing role that technology plays in orientation/induction. An Employer and Union may agree to an alternative means by which the Union can access new Employees including where orientation/induction programs are conducted online or the Union cannot reasonably attend, provided that such access is consistent with the Entry Requirements.

80.4 Delegates and HSRs

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

(a) In this clause 80.4:

(i) **Representative** means a Union Delegate, or a HSR;

(ii) **Relevant Employee** means:

(A) In the case of a Union Delegate, members of the Union and any other persons eligible to be members of the Union; and

(B) In the case of a HSR, members of the designated work group eligible to be represented by the HSR.

(iii) **Union Delegate** means, for the purposes of this clause, an Employee who presents themselves as a delegate of a Union to their Employer, subject to:

(A) the Union's applicable policies (if any); and

(B) the ANMF (in the case of a delegate of the ANMF) informing the Employer in writing of the Employee's status as a Union Delegate.

(b) A Union Delegate is entitled to:

(i) represent the industrial interests of Relevant Employees, including in disputes between that person and the Employer; and

(ii) reasonable communication with members of the Union, and any other persons eligible to be members of the Union, in relation to their industrial interests. Communication may occur during working hours or work breaks, or before or after work.

(c) For the purposes of representing the industrial interests of members of the Union and any other persons eligible to be members of the Union, a Union Delegate is entitled to reasonable access to the workplace of the Employer and any workplace facilities where work of the Employer is being undertaken.

(d) A Representative is entitled to reasonable time release from duty to:

(i) attend to matters relating to industrial, occupational health and safety or other relevant matters such as assisting with grievance procedures and attending committee meetings;

(ii) access reasonable preparation time before meetings with management disciplinary or grievance meetings with a Relevant Employee;

(iii) in the case of a Union Delegate:

(A) appear as a witness or participate in conciliation or arbitration, before the Commission; and/or

(B) present information on the Union at orientation sessions for new Employees.

(e) A Representative required to attend management or consultative meetings outside of paid time will be paid to attend.

(f) A Representative will be provided with access to facilities such as:

(i) telephones;

(ii) computers;

(iii) emails;

(iv) noticeboards;

(v) meeting rooms or areas to hold discussions that are fit for purpose, private and accessible by the workplace delegate and eligible employees;

(vi) Wi-Fi;

(vii) a lockable filing cabinet or other secure document storage area; and

(viii) office facilities and equipment including printers, scanners and photocopiers

in a manner that does not adversely affect service delivery and work requirements of the Employer. In the case of a HSR, facilities will include other facilities as necessary to enable them to perform their functions as prescribed under the OHS Act.

(g) Except as otherwise required by law, the Employer will not:

(i) unreasonably fail or refuse to deal with a Union Delegate; or

(ii) knowingly or recklessly make a false or misleading representation to a Union Delegate; or

(iii) unreasonably hinder, obstruct or prevent a Union Delegate from exercising any of their rights;

insofar as the Union Delegate is acting in their capacity as a Representative.

80.5 Noticeboard

(a) A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.

(b) The Union and members covered by this Agreement will, during the life of this Agreement, consult over the development of an electronic noticeboard managed by the Union.

80.6 Meeting Space

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

80.7 Secondment to the Union

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

80.8 Employees holding Union official positions

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

80.9 Union Delegate Training

Note: Where a Union Delegate is also appointed a HSR under the OHS Act, they may be entitled to additional training in accordance with the OHS Act.

(a) Subject to the conditions in this clause 80.9, Employees selected by the Union to attend training courses on industrial relations and/or health and safety will be entitled to a maximum of five days' paid leave per calendar year per Employee.

(b) Leave in excess of five days and up to ten days may be granted in a calendar year subject to the total leave being granted in that year and in the subsequent year not exceeding ten days.

(c) The granting of leave will be subject to the Employer's operational requirements. The granting of leave will not be unreasonably withheld.

(d) Leave under this clause is granted on the following conditions:

(i) applications are accompanied by a statement from the Union advising that it has nominated the Employee or supports the application;

(ii) the training is conducted by the Union, an association of Unions or accredited training provider; and

(iii) the application is made as early as practicable and not less than two (2) weeks before the training.

(e) The Employee will be paid their 'ordinary pay' (as defined at 57 (Annual Leave)) for normal rostered hours (set out in Appendix 2), but excluding shift work, overtime and other allowances.

(f) Leave in accordance with this clause may include necessary travelling time in normal hours immediately before or after the course.

(g) Leave granted under this clause will count as service for all purposes of this Agreement.

(h) Expenses associated with attendance at training courses, including fares, accommodation and meal costs are not the responsibility of the Employer.

80.10 Workplace Implementation Committees

(a) A local WIC will continue or, if there is not currently a WIC in operation, be established at each Employer for the purposes of:

(i) agreement implementation;

(ii) ongoing monitoring and assessment of the implementation of this Agreement; and

(iii) dealing with any local disputes that may arise, without limiting the Dispute Resolution Procedure in this Agreement.

(b) Having regard to their size and location, a WIC may be appropriate at each facility/Campus.

(c) The WIC will, where practicable, comprise equal numbers of representatives of the Employer and the Unions.

(d) The WIC will meet as required to satisfy the purpose described at (a) above and, in the event it ceases meeting, will be reconvened at the request of the Employer or Union covered by this Agreement.

(e) Representatives of the ANMF may include nominees of the ANMF employed by the Employer, in which case the Employer will provide paid time for those nominees to participate.

(f) The Employer will make available to the WIC information reasonably necessary to fulfil the objectives in (a) above.

(g) Priority items for consideration by the WIC will include:

(i) Carparking with respect to the safety of Employees, including getting to and from carparking;

(ii) Operation of the supplementary roster (see clause 46);

(iii) Public holiday rostering requirements (see clause 45.9);

(iv) Allocation of paid time for Employees with portfolio or administrative responsibilities (see clause 45A.2); and

(v) Night shift arrangements.

(h) Other activities undertaken by the WIC include:

(i) Gender equity activities, including Audit and Action Plan (standing item) (see clause 10A.5);

(ii) Engagement with respect to climate change and sustainability activities (where there is not an alternative local mechanism) (see clause 16B.2);

(iii) Working cooperatively to address instances of contact inconsistent with the 'Right to Disconnect' clause (see clause 52);

(iv) Discuss the Employer's activities to promote secure employment (see subclause 87.2(e));

(v) Receiving reports on the following:

(A) Unresolved Employee requests to rectify underpayments (see clause 26.5);

(B) The progress of transition to permanent night shift arrangements (see subclause 42A.3(e));

(C) Evaluation of permanent night shift to ensure no unintended consequences (see clause 42A.7);

(D) Evaluation of other night shift arrangements to ensure no unintended consequences (see clause 42B.4);

(E) The positions that are not rostered (see subclause 45.10(c));

(F) The results of a review of arrangements for contacting Employee's out of hours to determine availability (see subclause 52.3(b)); and

(G) Manual handling where those reports are not provided to an OHS Committee (see subclause 99.8(c)).

80.11 Central Implementation Committee

(a) A Central Implementation Committee (**CIC**) will be established comprising representatives of the ANMF, VHIA and the Department of Health to oversee and, as far as practicable, resolve disputes regarding:

(i) agreement implementation; and

(ii) this Agreement;

that cannot be resolved at the local level, without limiting the Dispute Resolution Procedure in this Agreement.

(b) The CIC will continue to operate throughout the life of the Agreement.

(c) Each Employer will make available to the CIC information reasonably necessary to fulfil the objectives in subclauses 80.11(a)(i) and (ii) above.

80.12 The parties agree the following matters will form part of the work of the CIC during the life of the Agreement:

(a) implementation of the Agreement;

(b) implementation of a best practice guide to address emerging equity issues arising from flexible working arrangements, sexual harassment and discrimination;

(c) any legislative requirement to undertake gender equity activities;

(d) consolidation of major agreement provisions to reduce complexity and inefficiencies within the public health system;

(e) aged care staffing arrangements;

(f) remote location incentivisation schemes;

(g) review of template change impact statements; and

(h) development and implementation of the Registered Enrolled Nursing Students (**RENS**) employment model.

81. Not used

PART J – CLASSIFICATIONS AND STAFFING

82. Enrolled Nurses – Classification

Part 1 – Scope

82.1 Scope

This clause 82 is split into 5 parts:

(a) **Part 1** (clause 82.1 - 82.2) explains the scope of this clause and the applicable definitions;

(b) **Part 2** (clauses 82.3 - 82.6) sets out the classifications and classification descriptors for Enrolled Nurses;

(c) **Part 3** (clause 82.7) sets out the translation arrangements for Enrolled Nurses employed as at 31 March 2012;

(d) **Part 4** (clauses 82.10 - 82.14) describes the recruitment and appointment process for Enrolled Nurses; and

(e) **Part 5** (clauses 82.15 - 82.18) sets out the process for Enrolled Nurses to advance to EN3, including the advancement criteria and competency standards.

82.2 Definitions

(a) **Enrolled Nurse** has the meaning provided by clause 4 (Definitions).

(b) A **Year of Experience** has the meaning provided by clause 4 (Definitions).

Part 2 – Classifications for Enrolled Nurses

82.3 Enrolled Nurse Level 1 (EN1)

(a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.

(b) This level also applies to nurses formerly known as Mothercraft Nurses who are registered with the NMBA as ENs with notation, and to those who, while not registered as nurses, perform similar work with comparable underpinning education. Such nurses will be paid at the nearest (higher) pay point in the EN1 range to their current Mothercraft Nurse rate of pay, unless they are already paid above the maximum EN1 rate of pay, in which case they will retain their current rate of pay, adjusted only by annual pay increases applying under this Agreement.

(c) **Progression** – An EN1 will progress through the increments on completion of a year of experience, including previous experience.

(d) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

82.4 Enrolled Nurse Level 2 (EN2)

(a) **Cert IV Entry** – EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Cert IV – Nursing [HLT 43407] qualification without prior experience as an Enrolled Nurse. On

completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.6.

(b) EN 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to four routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.

(c) **Diploma Entry** – EN Level 2.3 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing [HLT 51607] qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN 2.7.

(d) EN 2.3 to 2.7 inclusive also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification.

(e) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.

(f) There is no automatic progression for an EN2 to the EN3 classification.

82.5 Enrolled Nurse Level 3 (EN3)

(a) EN3.1 applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines but who meets the criteria in clause 82.15.

(b) EN3.2 applies to an Enrolled Nurse with an Administration of Medication Scope of up to four routes and who meets the criteria in clause 82.15.

(c) EN3.3 applies to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes and who meets the criteria in clause 82.15.

(d) From 1 September 2024, an Enrolled Nurse working in aged care who has responsibility for supervising other Employees will be classified at EN3 in accordance with clause 82.5, provided that clause 82.15 does not apply unless the Enrolled Nurse was already an EN3 as at 17 May 2024, or meets the criteria at clause 82.16.

82.6 Enrolled Nurse Level 3 (savings provisions)

(a) EN3.1 applies to an Enrolled Nurse who does not hold a NMBA approved qualification in administration of medicines and, as at 31 March 2012, was in receipt of the Senior Allowance.

(b) EN3.2 applies to an Enrolled Nurse who holds a NMBA approved qualification of medicines with an Administration of Medication Scope of up to four routes and, as at 31 March 2012, was in receipt of the Senior Allowance.

(c) EN3.3 applies to an Enrolled Nurse who holds a NMBA approved qualification of medicines with an Administration of Medication Scope of up to five routes and, as at 31 March 2012, was in receipt of the Senior Allowance.

Part 3 – Translation Arrangements

82.7 The translation arrangements in clause 82.4 of the 2016 Agreement continue to apply to Enrolled Nurses employed as at 31 March 2012.

82.8 Prior to 31 August 2024, each Employer will ensure that an EN with supervisory responsibility, who is not classified at EN3, is notified in writing of whether the Employer:

(a) expects that supervisory responsibility to continue beyond 1 September 2024; and

(b) if the Employer does not expect that supervisory responsibility to continue beyond 1 September 2024, the alternate supervisory arrangements to occur from 1 September 2024.

82.9 A dispute about the existence, or continuation, of supervisory responsibilities, or alternate supervisory arrangements, will be referred to the WIC in the first instance.

Part 4 – Recruitment and appointment to EN (new or vacant positions)

82.10 An Employer may advertise an EN vacancy as an EN1, EN2 or EN3 position, dependent upon the role.

82.11 A position will be advertised at EN3 where the work to be performed by the successful applicant is intended to include four or more of the criteria in clause 82.16**.**

82.12 Appointment of an EN1 will only occur where the successful applicant does not hold a NMBA approved qualification in administration of medicines.

82.13 Appointment of an EN2 will be subject to the successful applicant having a NMBA approved qualification in administration of medicines. The successful applicant will be remunerated at the EN2 level consistent with the number of routes of their Administration of Medication Scope.

82.14 Appointment to EN3 position will apply where:

(a) the successful applicant has applied for a position advertised as EN3;

(b) a decision is made on interview to classify the applicant as EN3; or

(c) the successful applicant provides acceptable evidence that they are an existing EN3. Acceptable evidence includes:

(i) payslip;

(ii) certificate of service; or

(iii) letter of appointment.

Part 5 – Advancement to Enrolled Nurse Level 3

82.15 Enrolled Nurse Level 3 Advancement Criteria

(a) To meet the advancement criteria, an Enrolled Nurse is to meet both (b)(i) and (b)(ii) below before making an application.

(b) The eligibility criteria are:

(i) can provide evidence of achievement of four out of the ten Advanced EN3 Competency Standards below; and

(ii) either:

(A) a minimum of four years post-registration experience as an Enrolled Nurse; or

(B) a post-registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role.

82.16 Advanced Enrolled Nurse Level 3 Competency Standards:

The following are examples of competency standards that meet the criteria in subclause 82.15(b)(i) above.

Note: Employers, Employees, the VHIA and Unions recognise that additional opportunities may exist that are comparable in terms of skill or responsibility to those below. A lack of opportunity to meet sufficient standards is not to be used as a rationale for denying an Employee classification at EN3.

(a) Contributes to the education of new graduate Enrolled Nurses and/or Trainee Enrolled Nurses. For example, the Advanced Enrolled Nurse may precept or mentor new graduate Enrolled Nurses, and/or Trainee Enrolled Nurses or contribute to the performance appraisal of less experienced Enrolled Nurses.

(b) Is involved in committees and working parties within and/or beyond the work unit.

(c) Assists in the coordination of delegated activities of other staff under the guidance and direction of the Registered Nurse or Registered Midwife. For example, guides and supports activities of other Enrolled Nurses.

(d) Acts as a resource to others. For example, may take responsibility for a specific task, such as equipment maintenance schedules, budgets, rosters or stock control.

(e) Contributes to quality improvement within their work area or the workplace and/or changes in enrolled nursing practice initiatives. For example, identifies risks and potential outcomes during assessments or identifies and implements harm minimisation strategies.

(f) Practises using specialised or advanced knowledge and skills in a clinical area within the enrolled nursing scope of practice. For example, applies acquired knowledge in wound or continence management or dementia or child or family health care in the provision of care.

(g) Modifies practice to accommodate patient/client health care needs of individuals and groups in different environments. For example, contributes to effective utilisation of nursing resources in the context of changing workloads or responds effectively to changes in clinical situations.

(h) Undertakes an additional responsibility either individually or as part of a clinical / quality team e.g. resource nurse, occupational health and safety rep, no lift/back attack/smart moves/back off/-back 4 life portfolio, alcohol and other drugs portfolio, continence resource officer, ACFI officer, infection control, falls prevention, pressure ulcer prevention, mental health portfolio, rehabilitation program co-ordination, or quality improvement activities.

(i) Is aware of and functions in accordance with legislation, policies and procedures affecting enrolled nursing practice. For example, able to discuss the implications of Acts and legislation governing practice.

(j) Actively participates in team leadership and decision making. For example, participates in quality improvement activities or orientates new staff to local practices.

82.17 Portability of EN3 classification

(a) An Enrolled Nurse classified at EN3 will be paid for all hours worked at the EN3 classification and continue to be employed at Level 3 across the public sector including in the event they change employer.

(b) Evidence required to demonstrate EN3 to a new Employer will be any one of the following:

(i) payslip;

(ii) certificate of service; or

(iii) letter of appointment.

82.18 Applications for advancement to EN3

(a) Application principles

(i) The process for applications for EN3 should ensure that applicants have equal opportunity to demonstrate their suitability.

(ii) Applicants should have reasonable access to the same information relevant to the Level 3 criteria.

(iii) No restrictions, other than the set eligibility requirements, are to apply.

(iv) Potential applicants should be allowed reasonable time to prepare for the process.

(b) Application process

(i) Applications will be considered by the Employer twice per year. Applications will open for a period of 14 days.

(ii) Written applications are to be made to the NUM (or equivalent position).

(iii) The written application must address the criteria in this Agreement, including:

(A) evidence of achievement of four out of ten of the Advanced Enrolled Nurse Level 3 criteria; and

(B) either:

1) a minimum of four years post-registration experience as an Enrolled Nurse;

OR

2) a post-registration qualification (of at least 6 months or 200 hours duration), a component of which is relevant to the role;

(iv) Interviews, if required:

(A) will be held within 10 days of the closure of applications;

(B) will be conducted at the local level by the NUM (or equivalent position) and may also include up to two other nursing staff such as an ANUM or Nurse Educator; and

(C) must relate directly to the Advanced Enrolled Nurse Level 3 criteria, and the supporting evidence within the application.

(v) The Enrolled Nurse will be notified in writing of the outcome within 7 days of the closing of applications, or where there is an interview, within 7 days after the interview.

(vi) For successful applicants, re-grading will apply from the date of application and be payable from the next fortnightly pay period after notification of a successful application.

(vii) If the application is unsuccessful, the Employer is to provide detailed written feedback aligned with the criteria, with a supportive development plan to be commenced to assist the Enrolled Nurse in any future application.

83. Registered Nurses and Midwives – Classification

Part 1 – General

83.1 Scope

This clause 83 is split into 4 parts:

(a) **Part 1** (clauses 83.1 - 82.3) explains the scope of this clause and the applicable definitions;

(b) **Part 2** (clauses 83.3) sets out the classification descriptors for Registered Nurses and Registered Midwives;

(c) **Part 3** (clauses 83.4 - 83.6) sets out the application process for Clinical Nurse/Midwife Specialist positions, the transfer arrangements of CNS/CMS status to a new Employer, and when the requirements of continuing to meet the CNS/CMS criteria must occur; and

(d) **Part 4** (clauses 83.7 - 83.38) sets out the grades to the classifications set out in Part 2.

83.2 General Definitions

In this clause 83:

(a) **Basic Training** means training for initial registration as a Registered Nurse, or where the Employee is not a Registered Nurse, an undergraduate degree in Midwifery.

(b) **Certificate** means:

(i) a Hospital Certificate;

(ii) a tertiary graduate certificate;

(iii) a certificate as a result of undertaking a course of study at the New South Wales College of Nursing or a nursing college of at least equivalent status;

(iv) the equivalent of a certificate including a Certificate obtained from training or an education facilities provider (such as infection control certificates from the Mayfield Centre) where the programmes are equivalent to a University Graduate Certificate and the training/education provider verifies that in writing; or

(v) post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training, as a result of the following:

(A) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register; or

(B) Certificates obtained for courses requiring registration by the Nursing and Midwifery Board of Australia which will mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.

(c) **Day Hospital** means an extension of acute hospital services, providing a range of services, including medical and nursing supervision, physiotherapy, occupational therapy, speech therapy, chiropody and social work counselling on an out-patient basis.

(d) **Diplomas and degrees** means diplomas and degrees in nursing, education or health administration held by an Employee as a result of undertaking a course of study at a Registered Training Organisation, VET Provider, College of Advanced Education or University.

(e) **In-service or post-basic education** means education undertaken during, and in conjunction with, employment as a Registered Nurse or Midwife for the purpose of obtaining a post-basic certificate of qualification in:

(i) a course approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the relevant register; or

(ii) a course requiring registration by the Nursing and Midwifery Board of Australia which will mean maternal and child health nursing, midwifery nursing, psychiatric nursing and mental retardation nursing.

(f) **Registered Nurse** has the meaning provided by clause 4 (Definitions).

(g) **Registered Midwife** has the meaning provided by clause 4 (Definitions).

(h) **Research Nurse/Midwife** means a Nurse/Midwife who:

(iii) as a minimum, has either a Diploma in Nursing (Level 1 only) or a Bachelor of Nursing or Midwifery (all levels);

(iv) is directly involved in clinical research-related activities which form the predominant aspect of the Employee's ongoing, regular duties. Whilst the level of involvement can vary, the level of involvement and its regularity distinguish a Research Nurse/Midwife from other Employees who provide incidental and/or irregular contributions to clinical research trials as part of their normal duties; and

(v) performs their research-related duties in accordance with the Therapeutic Goods Administration (**TGA**) Note for Guidance on Good Clinical Practice (CPMP/ICH/135/95), the National Health and Medical Research Council (**NHMRC**) National Statement on Ethical

Conduct in Human Research and applicable state/federal privacy laws.

Part 2 – Classifications for Registered Nurses and Midwives

83.3 Classifications for Registered Nurses and Midwives

Clinical Consultant Classifications	
Clinical Consultant	A Registered Nurse or Midwife who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (i.e. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to meet specified clinical nursing needs in a clinical discipline.
Clinical Consultant A	A Registered Nurse or Midwife appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second Years of Experience.
Clinical Consultant B	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in their third and subsequent Years of Experience as a Clinical Consultant.
Clinical Consultant C	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role, and: (a) is the sole Registered Nurse or Midwife in the specialty; (b) is in charge of a specialty team; or (c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one Campus/worksite/centre of the Health Service. **Sole Clinical Consultant** "Sole" for the purposes of (a) above means a Clinical Consultant at a particular site or Campus, whether full-time or part-time who is the only nurse consultant in that clinical specialty at that site or Campus. Similarly, where two or more nurses are employed in that clinical specialty at a combined EFT of one or less, but predominantly work different days or job share, the sole classification would apply.
Clinical Consultant D	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.
Clinical Consultant E	A Registered Nurse or Midwife appointed as such who fulfils the clinical consultant role on an interstate or national basis.
Clinical Nurse Specialist Classifications	
Clinical Nurse Specialist	Means a Registered Nurse: (a) appointed to the grade with either specific post basic qualifications and 12 months' Experience working in the clinical

	area of their specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years' post-registration Experience, including three years' Experience in the relevant specialist field; and (b) who meets the criteria set out at Appendix 4. Applicants must meet the above definition, be employed either full-time or part-time and demonstrate the criteria in each of paragraphs 1, 2 and 3 of Appendix 4. The process for applying for a Clinical Nurse Specialist position is set out at 83.4 below.
Clinical Midwife Specialist	Means a Registered Midwife: (a) appointed to the grade with either specific post basic qualifications and 12 months' Experience working in the clinical area of their specified post basic qualification, and is responsible for clinical midwife duties, or minimum of four years' post-registration Experience, including three years' Experience in the relevant specialist field; and (b) who meets the criteria set out at Appendix 4. Applicants must meet the above definition, be employed either full-time or part-time and demonstrate the criteria in each of paragraphs 1, 2 and 3 of Appendix 4. The process for applying for a Clinical Midwife Specialist position is set out at 83.4 below.
Community Health Classifications	
Community Health Nurse	A Registered Nurse appointed as such and employed in a Community Health Centre.
Community Health Nurse (Sole)	A Registered Nurse who is the only community health nurse appointed as such at a particular site, whether employed on a full-time or part-time basis. This classification also applies where two or more community health nurses are employed but predominantly work different days or job share.
Community Health Nurse (In charge)	A Registered Nurse appointed as the nurse in charge, nurse coordinator or other community health nurse, however styled, who is in charge of or directs the activities of other Employees of a Community Health Centre (whether Registered Nurses or not).
Day Hospital Co-ordinator Classifications	
Day Hospital Co-ordinator Level 1	A Registered Nurse appointed as such who under limited supervision has responsibility for the coordination of services of a Day Hospital.
Day Hospital Co-ordinator Level 2	A Registered Nurse appointed as such who, without supervision has total responsibility for the coordination of a Day Hospital including: (a) Preparation of and adherence to the budget of the Day Hospital; (b) Staff selection (non-professional staff) and participation in selection of professional staff;

	(c) Policy formulation; and (d) Administration – the Day Hospital Co-ordinator Level 2 will be recognised as a Department Head and will be responsible for all day to day administration of a Day Hospital.
District Nurse Classifications	
Assistant Supervisor – District Nursing	A Registered Nurse with at least three Years of Experience appointed as such and employed by any Employer and who has additional responsibilities to a District Nurse.
Clinical Co-ordinator – District Nursing	A Registered Nurse appointed as such with experience as a District Nurse Level 2, with responsibilities to coordinate patient care within one or more local government areas.
District Nurse Level 1	A Registered Nurse appointed to undertake district nursing duties without a Year of Experience in district nursing or comparable community nursing experience. The entry level rate for this classification is CN 2.1 except where the Employee has more than four Years of Experience as a Registered Nurse, in which case the entry level will be CN 2.2, 2.3 or 2.4 in accordance with their Years of Experience as a Registered Nurse.
District Nurse Level 2	A Registered Nurse with one or more Years of Experience as a District Nurse or with comparable community nursing experience. As part of the performance of the duties of this classification, a District Nurse Level 2 will, if required by the Employer, undertake functions that could be expected of an experienced Employee such as orientation of new staff members and acting as a support person for inexperienced District Nurses, with these functions forming a part of the position description for a District Nurse Level 2.
Liaison Officer – District Nursing	A Registered Nurse appointed as such with at least three Years of Experience in district nursing with responsibilities related to discharge planning and coordination services between hospitals and district nursing services.
Maternal and Child Health Nurse Definitions	
Maternal and Child Health Nurse	A Maternal and Child Health Nurse is an Employee who holds current registration with AHPRA as: (a) a Registered Nurse (Division 1); and (b) a Registered Midwife, and in addition to the above registrations, holds an accredited postgraduate degree/diploma (or equivalent) in maternal and child health nursing.
Maternal and Child Health Nurse Coordinator	Maternal and Child Health Nurse Coordinator means a Registered Nurse with qualifications as defined for a MCH Nurse, and who is responsible for managing and/or coordinating Maternal and Child

	Health Services, and may include coordinating an Immunisation Service within the council/shire.
Nurse Education Classifications	
Clinical Support Nurse	A Registered Nurse appointed as such and who is responsible for providing direct clinical support and instruction to, and for mentoring graduate, newly appointed or less experienced Employees to develop high quality clinical care skills. This classification is supernumerary (does not carry a clinical case load). The responsibilities of a Clinical Support Nurse may extend over numerous units or wards.
Clinical Support Midwife	A Registered Midwife appointed as such and who is responsible for providing direct clinical support and instruction to, and for mentoring graduate, newly appointed or less experienced Employees to develop high quality clinical care skills. This classification is supernumerary (does not carry a clinical case load). The responsibilities of a Clinical Support Midwife may extend over numerous units or wards.
Deputy Principal Educator	A Registered Nurse or Registered Midwife (holding a Diploma in Nursing Education or a qualification acceptable to the Employer) appointed as such and who deputises for the Principal Teacher and is also responsible for an area/areas of administration and teaching.
Educator	(a) A Registered Nurse appointed as such, employed to teach the theory and practice of nursing. (b) A Registered Midwife appointed as such, employed to teach the theory and practice of midwifery.
Educator – Course/Phase/In-service continuing education	(a) A Registered Nurse appointed as such, employed to teach the theory and practice of nursing and who has administrative and educational responsibilities including curriculum development (additional to those of "Educator" [as defined]): (i) Co-ordinators of Nursing and Midwifery Board of Australia approved courses; (ii) Co-ordinators of major phases of the general nurse programme (however styled); and (iii) Co-ordinators of in-service continuing education (staff development) programmes. (b) A Registered Midwife appointed as such, employed to teach the theory and practice of midwifery and who has administrative and educational responsibilities including curriculum development (additional to those of "Educator" [as defined]): (i) Co-ordinators of Nursing and Midwifery Board of Australia approved courses; (ii) Co-ordinators of major phases of the general midwifery programme (however styled);and

	(iii) Co-ordinators of in-service continuing education (staff development) programmes.
Principal Educator	A Registered Nurse or Registered Midwife (holding a Diploma in Nursing Education or qualification acceptable to the Employer) appointed as such to be responsible to the DON for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.
Nurse Manager Classifications	
ANUM	A Registered Nurse appointed as an Associate Nurse Unit Manager and who, within the guidelines and practices established by the Nurse Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Nurse Unit Manager when required within these limits. An ANUM will progress through the increments (from NM 1.1 to NM 1.2) on completion of a Year of Experience, including previous experience.
AMUM	A Registered Midwife appointed as an Associate Midwife Unit Manager and who, within the guidelines and practices established by the Midwife Unit Manager, assists in the overall clinical and administrative management of a ward or unit and deputises for the Midwife Unit Manager when required within these limits. An AMUM will progress through the increments (from NM 1.1 to NM 1.2) on completion of a Year of Experience, including previous experience.
NUM/MUM Level 1	A Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 2 in accordance with clause 14.9.
NUM/MUM Level 2	A Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 3 in accordance with clause 14.9.
NUM/MUM Level 3	A Registered Nurse/Midwife who is appointed to be in charge of a ward or unit and who meets the criteria for Nurse/Midwife Unit Manager 4 in accordance with clause 14.9.
After Hours Coordinator	A Registered Nurse who is appointed to have responsibility for a Campus in the off duty periods of the Campus Director of Nursing.
ADON/M	(a) A Registered Nurse appointed to the role of Assistant Director of Nursing who assists and relieves the DON and/or the Deputy DON. (b) A Registered Midwife appointed to the role of Assistant Director of Midwifery who assists and relieves the DOM and/or the Deputy DOM.

ADON/M Level 2	A Registered Nurse or Midwife who has responsibility for a project or process affecting more than one ward or unit within a Campus will be classified as Assistant Director of Nursing (NM5C).
ADON/M Level 1	A Registered Nurse who has responsibility for a project or process in more than one Campus or across all units/wards in a single Health Service will be classified as Assistant Director of Nursing (NM5B).
Deputy DON/DOM	(a) A Registered Nurse who is appointed as a Campus Deputy Director of Nursing to assist the Director of Nursing in the day to day administration of the Campus. (b) A Registered Midwife who is appointed as a Deputy Director of Midwifery to assist the Campus Director of Nursing or the Director of Midwifery. The Employer is not required to appoint a Deputy DON or Deputy DOM.
Divisional/Clinical Director	A Registered Nurse or Midwife who has responsibility for a clinical division of the health service.
Campus DON	A Registered Nurse who is appointed as the Director of Nursing for a Campus listed in Appendix 8.
Campus DOM	A Registered Midwife who is appointed as the Director of Midwifery.
Executive DON	A Registered Nurse who is appointed in addition to the Campus Director of Nursing listed in Appendix 9 to be an Executive Director of Nursing (however titled). An Employer is not required to appoint a Nurse Manager 9 and may rely on the appointment of a Nurse Manager 9 to satisfy the requirement to appoint a Campus DON.
Nurse/Midwife Manager not elsewhere classified	A Registered Nurse or Midwife principally engaged in management of a nursing or midwifery service, or part thereof, for which this Agreement contains no more applicable classification. The classification for this position will be NM5C.
Occupational Health Classifications	
Occupational Health Nurse (where more than one employed)	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who carries out their nursing duties under the direction of a nursing supervisor.
Occupational Health Nurse (Sole)	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who is employed to take charge of the medical centre and all matters concerned with the occupational health, medical and nursing services.
Occupational Health Nurse Supervisor	A Registered Nurse engaged in connection with any industrial or commercial undertaking and who supervises the work of the nursing personnel in the occupational health department or departments within the undertaking.

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

	a) has responsibility for the delivery of direct and indirect clinical-trial-related care of patients and associated data collection for concurrent research studies undertaken in the department; b) may be responsible for the management and supervision of staff and the development of strategies to meet the educational requirements of staff or participants in a trial or trials. This includes the forward planning of resource requirements; c) may be responsible for the budget of a research trial or of the research team(s), but not a research department; and d) has responsibility and accountability for maintaining clinical and research governance and has a clear understanding of organisational processes that exist to support the conduct of good clinical research. Inherent requirements include the development and review of standard operating protocols, liaison with external agencies, overseeing and/or participating in patient recruitment, ethics application processes and adverse event reporting (as required). Qualification of Masters Degree or other relevant post graduate education desirable.
Level 4 Research Nurse/Midwife	1. A Level 4 Research Nurse/Midwife is a Registered Nurse or Midwife who: a) may have responsibility for the delivery of direct and indirect care and associated data collection for concurrent research studies undertaken in the department; b) has overarching responsibility for the management of nursing/midwifery staff in the research department, including the delegation of responsibilities and performance management; c) may have overall responsibility for the coordination and budgeting of all trials within the relevant research department, and will ensure the highest standard of care is delivered to research participants and, where relevant, their families, in partnership with all members of the multidisciplinary and research team(s); d) has responsibility and accountability for maintaining clinical, staff and research governance; e) may be the trial coordinator on appropriate studies; f) will have responsibility over protocol budgets within the framework of the research unit overall budget, in consultation with the Principal Investigator and/or relevant Head of Department; and g) in collaboration with the relevant Head of Department or Principal Investigator, will provide nursing/midwifery leadership, consultancy and advice and will lead the

	development of quality improvement projects that facilitate develop and maintain frameworks for policy and relevant education. Advances by one incremental pay point (where available) if already Level 11 when appointed to Research Nurse role, including previous experience in research at Level 10 or higher. Incremental advancement applies from date of appointment to Research Nurse role, including previous experience in research at Grade 5 or higher grade. Additional qualification requirement of Masters Degree, with progress towards (or achievement of) a PhD (desirable).
Nurse Practitioner – Classifications	
Nurse Practitioner Candidate	A Nurse Practitioner candidate will mean a Registered Nurse engaged to undertake a course of study and undertake clinical experience leading to endorsement as a Nurse Practitioner.
Nurse Practitioner	A Registered Nurse who has satisfactorily completed a course of study and undertaken clinical experience that, in the opinion of the Nursing and Midwifery Board of Australia, qualifies the nurse to use the title Nurse Practitioner. Note: All health professionals have a 'scope of practice'. It describes the skills, knowledge and attributes of the area and context of practice in which they are authorised and competent to practice autonomously. Australian nurse practitioners have extensive post-graduate clinical experience and have completed prescribed education at a Masters level. Nurse practitioners provide complete episodes of health care, using an advanced person-centred nursing model of care by combining advanced nursing knowledge and skills with advanced diagnostic reasoning and therapeutic knowledge. They can diagnose and manage health consumers with common and complex health conditions. Nurse practitioners possess the legal authority to practice both independently and autonomously at a level of practice that is beyond that of a registered nurse. They have met the regulatory and professional requirements for Australia, including Endorsement through the Nursing and Midwifery Board of Australia (NMBA). Elements of care and/or role activities that may distinguish that a nurse practitioner is practicing as a nurse practitioner include: 1. ability to assess and diagnose health problem; 2. order and interpret diagnostic investigations; 3. formulate and assess response to treatment plans; 4. prescribe medicines; and 5. refer to other health professionals within their individual areas of competence.

	Nurse practitioners may also admit and discharge patients from health services, including hospital settings. Nurse practitioners practice collaboratively with other health professionals to improve access to healthcare through health promotion, disease prevention, and health management strategies. They improve health outcomes for specific patient populations or communities. *Note: The definition of Nurse Practitioner includes those recognised by the NMBA and the Employer as Nurse Practitioners immediately prior to the commencement of this Agreement.*
Domiciliary Classifications	
	A Registered Nurse who at the direction of the Employer undertakes work that includes Hospital in the Home or Post Acute Care.
HITH/PAC Level 1	exclusively to provide clinical care – CAPR2;
HITH/PAC Level 2	with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff), will be CAPR 3;
HITH/PAC Level 3	responsible for the day to day operation of a HITH/PAC or similar service (however titled) will be graded at Nurse/Midwife Manager Level 2, Level 3 or Level 4 in accordance with clause 14.9.
	Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current grade where that grade is higher than the grade prescribed above.
No Lift Co-ordinator – Classification	
No Lift Co-ordinator	A Registered Nurse, Registered Midwife or Enrolled Nurse appointed as such and who is responsible for co-ordinating the maintenance of no-lift practices and educational programs of an Employer.
Clinical Liaison Nurse – Classification	
Clinical Liaison Nurse	(a) The role of a Clinical Liaison Nurse is to provide expert nursing consultation and liaison support to nurses and other healthcare professionals in relation to general hospital patients presenting with psychiatric and physical comorbidity. (b) The Clinical Liaison Nurse focusses on supporting nursing staff in acute health to provide care for patients who have behavioural disturbance due to a mental illness or other causes. The role includes regular liaison with ICU and ED. (c) The Clinical Liaison Nurse is an active member of working groups and leads relevant policy reviews and development of best practice initiatives for nursing care of patients with mental illness in the general hospital.

Senior Midwife	
Senior Midwife	(a) **Senior Midwife** means an Employee who is a Registered Midwife appointed as the senior midwifery officer, however titled, and who is responsible for midwives, operationally and/or professionally, within the maternity service/division. (b) A **Senior Midwife** appointed in accordance with clause 90A will be paid at the greater of: (i) the NM8C Grade; or (ii) The Employee's current Grade. (c) Where the Employer appoints a Senior Midwife to replace an existing Senior Midwife covered by (e)(ii), above, the Employer will retain the existing classification unless the role is substantially altered, in which case consultation under clause 11 shall occur. A dispute that cannot be resolved through consultation will be referred to the CIC, and if not resolved clause 14 will apply.
Liaison Midwife - Classification	
Liaison Midwife	(a) A Liaison Midwife, listed at clause 90A.2, provides clinical midwifery leadership across maternity services of more than one health service to: (i) strengthen clinical governance; (ii) improve safety and quality of care through the use of best practice; (iii) minimise risk; and (iv) foster a culture of continuous improvement. (b) A Liaison Midwife not listed at clause 90A.2 must: (i) meet the definition of Clinical Midwife Consultant D; or (i) be performing a comparable role to that of a Liaison Midwife appointed under clause 90A.2, to be paid as such.

Part 3 – Clinical Nurse/Midwife Specialist positions

83.4 Process for application for Clinical Nurse/Midwife Specialist position

From 17 May 2024, the process for applications for Clinical Nurse/Midwife Specialist positions will be as follows:

(a) each Employer will arrange for the advertising of positions once every six months. This information to be permanently available for nursing and midwifery staff;

(b) written applications are to be made to the NUM/MUM;

(c) interviews, if required, will be conducted by the NUM/MUM, ANUM/AMUM or Educator and one other;

(d) interviews will occur wherever practicable within 14 days of an application;

(e) some health agencies (for example, where service delivery is similar across the facility) may wish to operate with an "umbrella" committee for the purpose of interviews;

(f) the successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, which will apply from the FFPPOOA the date of application, subject to clause 83.5;

(g) if the applicant is unsuccessful they are to be notified of the outcome within seven days of the interview. An explanation will be given to the applicant as to the reasons for the decision;

(h) each Employer will implement an appeal process. The appeal is to be lodged by the applicant within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANMF; and

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

83.5 Requirements of continuing to meet the Clinical Nurse/Midwife Specialist position

(a) Any requirements to continue to meet the Clinical Nurse/Midwife Specialist criteria (as set out in Appendix 4) will occur during rostered time.

(b) Disputes regarding the relevance of Clinical Nurse/Midwife Specialist qualifications that cannot be resolved will be referred to the Central Implementation Committee and, if not resolved, will be dealt with under clause 14 (Statewide Industry Panel).

83.6 Transfer of CNS/CMS status

(a) Where a person appointed as a CNS or CMS by an Employer commences employment with another Employer within the same specialty, the new Employer will:

(i) advise the CNS/CMS of the next advertisement period referred to in subclause 83.4(a); and

(ii) where an application is made for the next advertisement period and is successful, the Employee will be paid as a CNS/CMS back to the date of commencement in the new role.

(b) Nothing in this clause compels an Employee to make an application.

Part 4 – Classification in Grades

83.7 The Nursing and Midwifery career structure

The Nursing and Midwifery career structure is divided into four streams as follows:

(a) the Clinical, Advanced Practice and Research stream (**CAPR**) which comprises those classifications principally engaged in clinical work, advanced practices, extended practice, clinical consultancy, drug and alcohol (inpatient) and research;

(b) the Community Stream (**CN**) which comprises those classifications principally engaged in district nursing, community alcohol and other drugs, domiciliary, ambulatory, outpatients, community health, HITH, PAC, HARP, in-reach etc (to be read in conjunction with Clinical, Advanced Practice and Research stream, and the Nurse Manager stream);

(c) the Nurse/Midwife Manager (**NM**) stream which comprises those classifications principally engaged in management of a nursing or midwifery service, or part thereof, in any stream; and

(d) the Quality, Clinical Risk, Governance, Education and Development stream (**QRED**) which comprises those classifications principally engaged in clinical support, clinical development, education, risk management and governance.

Each stream contains grades, and in some cases sub-grades. Application of these grades/sub-grades are set out in clauses 83.10 - 83.38.

Employees will have the most appropriate classification and grade within their stream applied to their employment.

83.8 Graduate Nurse/Midwife

(a) A Registered Nurse or Midwife (being a Midwife who does not have Experience as a Registered Nurse) will enter at RN/RM 1.

(b) An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will commence at the RN/RM increment immediately above the rate of pay (including qualification allowance (where applicable) applicable to that Employee.

(c) Progression – A Registered Nurse or Midwife will progress through the increments (from RN/M1 to RN/M8) on completion of a Year of Experience, including previous experience.

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

(a) Where an Employee has not actively nursed for a period of five years or more, such Employee's prior Years of Experience will not be taken into account.

(b) For the first 12 months after completion of a Re-entry Course or Supervised Experience, where such course or experience is required by the Nursing and Midwifery Board of Australia, the Employee will be paid at the rate appropriate to their Years of Experience, but no higher than RN/RM3.

(c) After completion of 12 months' Experience in accordance with subclause 83.9(b) a nurse (upon sufficient proof to support a claim for incremental advancement) will be paid at the rate appropriate to their Years of Experience.

83.10 QRED 1

(a) A Registered Nurse appointed as an Occupational Health Nurse (sole) and paid as such.

(b) A Registered Nurse or Midwife appointed as a Clinical Support Nurse/Midwife and paid as such.

(c) A Registered Nurse appointed as an Occupational Health Nurse Supervisor and paid as such.

(d) A Level 2 Research Nurse/Midwife.

83.11 QRED 2

An Employee appointed as a No Lift Co-ordinator.

83.12 QRED 3

(d) A Registered Nurse or Midwife appointed as an Educator and paid as such.

From 1 July 2024, an Educator under the 2020 Agreement that was graded at QRED 2 will translate to QRED 3 under this Agreement.

(e) A Level 3 Research Nurse/Midwife.

83.13 QRED 4

(a) A Registered Nurse or Midwife appointed as a Deputy Principal Educator and paid as such. The sub-grades for this classification will be:

(i) QRED 4A for a Deputy Principal Educator of a health service that has a Campus named in column 8A in Appendix 8;

(ii) QRED 4B for a Deputy Principal Educator of a health service that has a Campus named in column 8B (but not column 8A) in Appendix 8;

(iii) QRED 4C for a Deputy Principal Educator of a health service that has a Campus named in column 7A or 8C (but not column 8A or 8B) in Appendix 8; and

(iv) QRED 4D for a Deputy Principal Educator of a health service that has a Campus named in column 7B or 8D (but not column 8A, 8B, 8C or 7A) in Appendix 8.

(b) A Registered Nurse or Registered Midwife appointed as an Educator-Course/Phase/Inservice/Continuing Education and paid as such. The Grade in the first Year of Experience will be the QRED4.2. Thereafter, the Grade will be the QRED4.3.

(c) Level 4 Research Nurse/Midwife. Minimum grade is QRED4.2, and maximum is QRED4.3 unless already graded above this level, in which case the higher grade may be maintained, but no further progression can occur at this level of Research Nurse.

83.14 QRED 5

(a) A Registered Nurse or Midwife appointed as a Principal Educator and paid as such. The sub-grades for this classification will be:

(i) QRED 5A for a Principal Educator of a health service that has a Campus named in column 8A in Appendix 8;

(ii) QRED 5B for a Principal Educator of a health service that has a Campus named in column 8B (but not column 8A) in Appendix 8;

(iii) QRED 5C for a Principal Educator of a health service that has a Campus named in column 7A or 8C (but not column 8A or 8B) in Appendix 8; and

(iv) QRED 5D for a Principal Educator of a health service that has a Campus named in column 7B or 8D (but not column 8A, 8B, 8C or 7A) in Appendix 8.

83.15 CN 1

An Enrolled Nurse appointed as a Community Nurse and paid as such.

83.16 CN 2

A Registered Nurse appointed as a District Nurse Level 1 and paid as such.

83.17 CN 3

A Registered Nurse appointed as a District Nurse Level 2 and paid as such.

83.18 CN 4

A Registered Nurse or Midwife appointed as a Community Health Nurse/Midwife Grade 3B and paid as such.

83.19 CN 5

(a) A Registered Nurse or Midwife appointed as a Community Health Nurse/Midwife (sole) and paid as such.

(b) A Registered Nurse appointed as an Assistant Supervisor – District Nursing and paid as such.

(c) A Registered Nurse appointed as a Clinical Co-ordinator, District Nursing, and paid as such.

(d) A Registered Nurse appointed as a Liaison Officer, District Nursing, and paid as such.

83.20 CN 6

A Registered Nurse appointed as a Community Health Nurse (in-charge) and paid as such.

83.21 CAPR1

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

83.22 CAPR2

A Registered Nurse who at the direction of the Employer undertakes exclusively clinical care in domiciliary nursing in Hospital in the Home or Post Acute Care. Provided that the transitional arrangements in the 2016 Agreement continue to apply.

83.23 CAPR3.1

(a) A Registered Nurse who at the direction of the Employer undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff), including in domiciliary nursing in Hospital in the Home and Post Acute Care. Provided that the transitional arrangements in the 2016 Agreement continue to apply.

(b) A Registered Nurse/Midwife appointed as a Clinical Consultant A and paid as such.

83.24 CAPR3.2

(a) A Registered Nurse or Midwife appointed as a Clinical Consultant B and paid as such.

(b) A Registered Nurse qualified and appointed as a Maternal and Child Health Nurse and paid as such.

83.25 CAPR 4

(a) A Registered Nurse or Midwife appointed as a Clinical Consultant C and paid as such. The first year rate of pay for this classification will be the CAPR4(1). Thereafter the rate of pay for this classification will be the CAPR4(2).

(b) A Clinical Liaison Nurse pursuant to clause 90.5. The first year rate of pay for this classification will be the CAPR4.1. Thereafter the rate of pay for this classification will be the CAPR4.2.

83.26 CAPR 5

(a) A Registered Nurse or Midwife appointed as a Clinical Consultant D and paid as such.

(b) A Liaison Midwife listed at clause 90A.2 will be classified as a Clinical Midwife Consultant D.

83.27 CAPR 6

A Registered Nurse or Midwife appointed as a Clinical Consultant E and paid as such.

83.28 CAPR 7

(a) In this subclause, substantive salary means at the Employee's appropriate rate of pay according to the Employee's classification and Years of Experience as a Registered Nurse or Registered Midwife as normally in place before proceeding to commence as a Nurse Practitioner candidate.

(b) A Registered Nurse engaged as a Nurse Practitioner candidate (as defined) will be classified and paid their substantive salary.

(c) A Registered Nurse appointed as a Nurse Practitioner (as defined) during their first year of experience as a Nurse Practitioner will be classified and paid at CAPR7(1).

(d) A Registered Nurse appointed as a Nurse Practitioner (as defined) during their second and subsequent years of experience as a Nurse Practitioner will be classified and paid at CAPR7(2).

(e) A Candidate will be entitled to be classified and paid as a Nurse Practitioner once endorsed by the Nursing and Midwifery Board of Australia, effective from the first pay period on or after the date of application for endorsement, until such time as the period of candidature is complete.

(f) For the purpose of the above subclauses, Experience gained whilst employed in a pilot project will count for advancement to CAPR7(2) provided the pilot project and the Nurse Practitioner position are in the area of advanced practice for which the nurse has been endorsed.

83.29 NM1

An ANUM/AMUM.

83.30 NM2

(a) Nurse/Midwife Unit Manager Level 1.

(b) A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled) and classified in accordance with clause 84.4.

83.31 NM3

(a) Nurse/Midwife Unit Manager Level 2.

(b) A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled) and classified in accordance with clause 84.4.

83.32 NM4

(a) Nurse/Midwife Unit Manager Level 3.

(b) A Registered Nurse responsible for the day to day operation of a HITH/PAC or similar service (however titled) and classified in accordance with clause 84.4.

83.33 NM5

(a) An Assistant DON/DOM will be graded at NM5. The sub grade within Level 5, A, B, C or D is determined by reference to the health service Campus categorisation in Appendix 8.

(b) A Registered Nurse appointed as a After Hours Coordinator will be graded at NM5. The sub grade within Level 5, A, B, C or D is determined by reference to the health service Campus categorization in Appendix 8.

(c) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 1 with no automatic progression to Level 2 will be graded at the NM5D and paid as such.

(d) A Registered Nurse appointed as a Day Hospital Co-ordinator (Public Sector) Level 2 and paid as such. The grade for this classification will be at the NM5C.

(e) ADON/M Level 1. The grade for this classification will be at the NM5B.

(f) ADON/M Level 2. The grade for this classification will be at the NM5C.

(g) Maternal and Child Health Nurse Coordinator. The grade for this classification will be at the NM5C.

(h) A Nurse/Midwife Manager not elsewhere classified. The grade for this classification will be at the NM5C.

83.34 NM6

(a) A Deputy DON will be graded at NM6. The sub grade within Level 6, A, B, C or D is determined by reference to the health service Campus categorisation in Appendix 8.

(b) A Registered Nurse appointed as a Deputy DON/ District Nursing Service and paid as such. The rate of pay for this classification will be at the NM6B.

(c) An Employee who is a Registered Nurse or Midwife who has responsibility for a clinical division of the health service, appointed as a Divisional/Clinical Director and paid as such. The sub-grades for this classification will be:

(i) NM 6A for a Divisional/Clinical Director of a health service that has a Campus named in column 8A in Appendix 8;

(ii) NM 6B for a Divisional/Clinical Director of a health service that has a Campus named in column 8B (but not column 8A) in Appendix 8;

(iii) NM 6C for a Divisional/Clinical Director of a health service that has a Campus named in column 7A or 8C (but not column 8A or 8B) in Appendix 8; and

(iv) NM 6D for a Divisional/Clinical Director of a health service that has a Campus named in column 7B or 8D (but not column 8A, 8B, 8C or 7A) in Appendix 8.

83.35 NM7

(a) NM7A – A Registered Nurse appointed as the DON of a Campus to which 7A of Appendix 8 applies.

(b) NM 7B – A Registered Nurse appointed as the DON of a Campus to which 7B of Appendix 8 applies.

83.36 NM8

(a) NM 8A - A Registered Nurse appointed as the DON of a Campus to which 8A of Appendix 8 applies.

(b) NM 8B - A Registered Nurse appointed as the DON of a Campus to which 8B of Appendix 8 applies.

(c) NM 8C - A Registered Nurse appointed as the DON of a Campus to which 8C of Appendix 8 applies.

(d) NM 8D - A Registered Nurse appointed as the DON of a Campus to which 8D of Appendix 8 applies.

83.37 NM9

(a) NM 9A - A Registered Nurse appointed as the Executive DON of a health service in Group A of Appendix 9.

(b) NM 9B - A Registered Nurse appointed as the Executive DON of a health service in Group B of Appendix 9.

(c) NM 9C - A Registered Nurse appointed as the Executive DON of a health service in Group C of Appendix 9.

83.38 RN/RM2

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

(b) A Registered Nurse appointed as a School/Campus Nurse Level 1 and paid as such.

84. Translation Arrangements for Registered Nurses/Midwives

84.1 Translation to four stream grading structure

(a) The translation arrangements in clause 85 of the 2016 Agreement continue to apply unless a specific clause of this Agreement is inconsistent, in which case the provisions of this Agreement apply to the extent of the inconsistency.

(b) Previous experience at a Level or increment will count as experience for the purposes of translation and all other purposes under this Agreement and the 2016 Agreement.

84.2 Research Nurse/Midwife Translation Arrangements

The translation arrangements in clause 82.3 of the 2016 Agreement continue to apply to Research Nurses/Midwives employed as at 31 March 2012.

84.3 Nurse/Midwife Manager 5 and above Translation Arrangements

The translation arrangements in the 2020 Agreement continue to apply to Nurse/Midwife Manager 5 and above.

84.4 Nurse/Midwifery Unit Manager Classification

(a) Nurse Unit Managers and Midwife Unit Managers will be graded at either NM2, NM3 or NM4 in accordance with this clause.

(i) A NUM/MUM whose position was graded in accordance with the 2016 Agreement, or 2020 Agreement will continue at the grade determined under that agreement process, subject to (iii) below.

(ii) A NUM/MUM position to which (i) does not apply will be graded according to (iii) and (iv) below.

(iii) Where a new NUM/MUM position is created, or there is a substantial change to an existing NUM/MUM position, the position will be matched against the Matrix at Appendix 7.

(iv) The VHIA and the ANMF will collaboratively assess the responses to the Matrix to determine the relevant grade.

(v) No decision at (iv) above can result in a grade at NM2 for a position held by a NUM/MUM since 1 July 2022.

(vi) Disputes regarding the application of (iii) and (iv) above will be determined in accordance with clause 14.

85. RUSON/RUSOM – Classifications

85.1 Definitions

(a) **Registered Undergraduate Student of Nursing** or **RUSON** has the meaning provided by clause 106.1.

(b) **Registered Undergraduate Student of Midwifery** or **RUSOM** has the meaning provided by clause 106.1.

(c) **Registered Enrolled Nursing Student** or **RENS** has the meaning provided by clause 106.1.

85A. Trainee Enrolled Nurse – Classifications

85A.1 Application

The application of this clause is the same as that set out in clause 94.1.

85A.2 Definitions

(a) **Approved Training** has the meaning provided by clause 94.2.

(b) **Enrolled Nurse** has the meaning provided by clause 4.

(c) **Trainee** has the meaning provided by clause 94.2.

(d) **Training Agreement** means an agreement for a Traineeship made between an Employer and a Trainee which is registered with the relevant Victorian Training Authority.

85A.3 Trainee EN Year 1

Trainee EN Year 1 applies to a Trainee Enrolled Nurse in their first year of employment with the Employer.

85A.4 Trainee EN Year 2

Trainee EN Year 2 applies to a Trainee Enrolled Nurse in their second and subsequent years of employment with the Employer.

86. Skill/Mix

(a) The minimum skill mix that each Employer in respect of the hospitals specified in Schedule 2 of the Safe Patient Care Act aims to achieve in all acute/general surgical and medical wards is:

(i) 1/3 Registered Nurse with more than three years' experience;

(ii) 1/3 Registered Nurse with one to three years' experience; and

(iii) 1/3 Registered Nurse with graduate nurse/Enrolled Nurse.

(b) From 1 January 2025, the minimum skill mix that each Employer aims to achieve in all operating theatres and paediatric wards is:

(i) 1/3 Registered Nurse with more than three years' experience;

(ii) 1/3 Registered Nurse with one to three years' experience; and

(iii) 1/3 graduate Registered Nurse/Enrolled Nurse.

87. Secure Employment - Agency Staff and Bank Employees

87.1 Replacement during Annual Leave and Extended Leave Relief

(a) In order to maintain the nursing hours provided by the Safe Patient Care Act, the rostered hours of all Employees who are on Extended Leave will be fully replaced.

(b) Extended Leave includes long service leave, parental leave, and long-term WorkCover absences.

(c) In all ward/unit/department budgets, provision will be made for the payment of salaries to persons employed to replace Employees who are absent due to annual leave.

87.2 Agency Staff and Bank Employees

(a) The Employer acknowledges the positive impact that secure employment has on Employees and the provision of quality services to the Victorian community.

(b) The Employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible. Agency or labour hire employees should not be used to undermine the job security of direct Employees and should only be relied on in limited circumstances.

(c) Limiting the use of agency labour is consistent with the commitment to maintain public sector employment. Each Employer will seek to maximise its use of part-time and full-time Employees in meeting its nursing and midwifery staffing needs and its Safe Patient Care Act obligations.

(d) Arrangements that support this commitment include:

(i) budgets that contemplate replacement of staff;

(ii) sufficiently resourced Pool Employee arrangements;

(iii) technology that supports the identification of labour requirements, budget and roster building; and

(iv) processes to support and encourage the conversion from casual to permanent employment.

(e) Actions by the Employer to promote secure employment, including the matters listed at (d) above, will be discussed by the WIC.

87.3 Filling/Advertisement of Position

(a) The process for advertising and filling of vacancies will be as follows:

(i) each ward/clinical unit will have a nurse/midwife staffing profile based on EFT Employees;

(ii) where a vacancy arises within that nurse/midwife staffing profile, the responsible manager/nurse-in-charge will initiate action to advertise the vacant position internally and/or externally immediately after receiving notice of resignation or termination; and

(iii) the Employer will advertise all ward-based vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within eight working days).

(b) Any notice, circular or advertisement for a position regulated by this Agreement will specify the salary grade or sub-grade applicable.

88. Not used

89. Deputy Director of Nursing

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

90. Staffing – ANUM/AMUM and Above

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

90.1A Registered Nurse – Nurse Unit Manager

There must be:

(a) one EFT Nurse Unit Manager appointed in each non maternity ward/unit of each Campus/facility of each hospital/network; or

(b) two or more part-time Nurse Unit Managers may be appointed so long as one EFT of Nurse Unit Manager hours are worked in the shared position.

(c) In the circumstances of a ward or unit that usually operates less than five days per week, there must be 0.1 EFT Nurse Unit Manager for each day of the fortnight that the ward or unit usually operates.

90.1B Registered Midwife – Midwife Unit Manager

There must be:

(a) one EFT Midwife Unit Manager appointed in each maternity ward/unit of each Campus/facility of each hospital/network; or

(b) two or more part-time Midwife Unit Managers may be appointed so long as one EFT of Midwife Unit Manager hours are worked in the shared position.

(c) In the circumstances of a ward or unit that usually operates less than 5 days per week, there must be 0.2 EFT Midwife Unit Manager for each day of the week that the ward or unit usually operates.

90.1C Maternity ward

(a) Maternity includes ante-natal care, post-natal care and birthing suites.

(b) A single ward that includes maternity services and non-maternity services is not required to have:

(i) more than one EFT of combined NUM and MUM appointed; or

(ii) more than the stated EFT of ANUM/AMUMs in clause 90.2 unless required by the Safe Patient Care Act.

(c) Compliance with this provision constitutes compliance with clauses 90.1A and 90.1B.

90.1D Safe Patient Care Act requiring additional Registered Nurse/Midwife in charge

Note: This clause only operates if the Safe Patient Care Act mandates an additional Registered Nurse or Midwife in charge.

(a) Nothing in this clause 90.1D detracts from the obligations in the Safe Patient Care Act in respect to ratios that require a nurse or midwife in charge, in addition to or as part of ratios.

(b) Where the Safe Patient Care Act requires a ward/unit to have more than one Registered Nurse/Midwife in charge on a shift, the additional in-charge position will be classified as an ANUM/AMUM and be additional to the requirements in clause 90.2.

90.2 Associate Nurse/Midwife Unit Managers

ANUMs (or AMUMs in a Maternity Ward) are appointed to undertake in-charge functions during the off duty periods of the NUM/MUM. Except as set out in clause 35 (Higher Duties), the salary rate specified in Appendix 2 of this Agreement includes the performance of the in-charge function during the off duty periods of the NUM/MUM.

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

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

(i) There must be five EFT ANUM/AMUM shift positions available for appointment, and four out of the five positions must be permanently appointed.

(ii) Nothing in any of these provisions prevents ANUM/AMUM positions being either full-time or part-time.

(iii) The 5th EFT of ANUM/AMUM may be permanently appointed to, or may be utilised to provide non-appointed Registered Nurses and Registered Midwives with experience as an ANUM/AMUM.

(iv) In exceptional circumstances, where a minimum of four EFT of ANUM/AMUMs are permanently appointed, a Registered Nurse or Registered Midwife other than an ANUM/AMUM may be required to act in charge during the off duty period of a NUM/MUM.

(v) Where less than four EFT of ANUM/AMUMs are permanently appointed due to recruitment difficulties or delays or to circumstances beyond an Employer's control, a Registered Nurse or Midwife, other than an ANUM/AMUM, may be required to act in charge during the off duty period of a NUM/MUM (which event will be the exception to the rule).

(vi) Where an Employer experiences difficulties in recruiting Employees to permanent ANUM/AMUM positions despite having taken reasonable and practical steps to fill the position(s), the Employer will contact the ANMF at the earliest opportunity. The ANMF and the Employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.

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

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

90.3 Registered Nurse – Director of Nursing

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

90.4 Registered Nurse – After Hours Coordinator

(a) A Registered Nurse who is an After Hours Coordinator as defined in the Safe Patient Care Act will be appointed to be in charge of each Campus in all off duty periods of the DON.

(b) The indicative position description for an Employee appointed under subclause 90.4(a) is attached at Appendix 5 to this Agreement.

90.5 Registered Nurse – Clinical Liaison Nurse

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

(b) The aims of the position are to:

(i) provide a consultation service for the management of behaviourally disturbed or compromised inpatients of the hospital with specific reference to inpatients requiring specialling;

(ii) provide expert assessment and advise in the management of the behaviourally disturbed inpatient in relation to risk assessment;

(iii) trial and implement strategies to ensure observation of patients is appropriate and ensures the most effective use of resources;

(iv) assist acute health in the management of patients with behavioural disturbance;

(v) assist and support staff in the development and implementation of behavioural nursing care plans;

(vi) assist in the provision of nursing assessment and recommendations related to interventions for people with a mental illness who are receiving medical treatment;

(vii) monitor and evaluate the quality of care provided by staff providing constant observation nurse;

(viii) provide ongoing education and identify training needs in relation to the management of the behaviourally disturbed patient;

(ix) evaluate current process of documentation and participate in the development and implementation of best practice documentation;

(x) actively participate in any research or evaluation processes related to the target group;

(xi) foster liaison with other Consultation Liaison services; and

(xii) actively participate in related working parties and policy reviews.

90A.1 Senior Midwife

(a) Each health service with a Level 4 or 5 Maternity Capability Framework maternity service (as defined in the Maternity Capability Framework as at 1 May 2024) must maintain at least 1 EFT of **Senior Midwife.**

(b) If the DON is also a Midwife, the requirement at (a) may be met by allocating the role of **Senior Midwife** to the DON.

(c) To ensure compliance with (a), the following Employers will appoint a Senior Midwife (however titled) by no later than 1 January 2025:

(i) Mildura Public Hospital;

(ii) West Gippsland Hospital; and

(iii) Central Gippsland Health Service (Sale).

90A.2 Liaison Midwife

(a) Within six months of the commencement of the Agreement, the Employers named at (c) below (each operating a capability level 4 or capability level 5 maternity service) will appoint and or maintain at least 1 EFT of Liaison Midwife.

(b) The Employer will be the lead agency for the position of Liaison Midwife.

(c) The Employers are:

(i) Bendigo Health;

(ii) Albury Wodonga Health;

(iii) Barwon Health (University Campus);

(iv) Grampians Health (Ballarat Campus);

(v) Goulburn Valley (Shepparton Campus); and

(vi) Latrobe Regional Hospital.

91. Aged Care

91.1 VHIA on behalf of the Employers and the Unions on behalf of its members acknowledge that ageing in place and legislative changes, which took effect from 1 July 2014, require a review of the nursing structure, current staffing levels and skill mix in public aged care facilities, including those not covered by the Safe Patient Care Act. This is to ensure resident and quality care needs are met.

91.2 During the life of this agreement, the VHIA and the Unions will review the existing staffing levels and skill mix in public aged care facilities with a view to including Health Care Workers or health assistants in nursing (including undergraduate employment model students) where appropriate.

92. Demand Escalation Policy

92.1 Each Employer will maintain and apply a demand escalation policy in accordance with this clause.

92.2 Demand escalation policies will be developed and revised in consultation with Employees and the Union.

92.3 Employers and the Union understand the potential impact unplanned increases in demand have on both patient and Employee safety. The purpose of this clause is to promote:

(a) safe patient care;

(b) staff safety; and

(c) a risk management framework in managing an increase in demand.

92.4 Principles of policy

(a) Health Services will experience unplanned increases in demand.

(b) The appropriate planning and recording of escalation plans will assist in responding to such demand and in the process promote the health and safety of staff and patients.

(c) Collaborative risk assessments should inform the development of such plans.

(d) Employees need to have access to escalation plans and the process for implementing the escalation plan so there is minimum delay in the Health Service responding to increases in demand.

(e) The operation of the escalation plan will be dependent on collaboration between Health Service nursing and midwifery senior managers and Ward/Unit Management on a shift by shift basis, taking into account matters including occupancy and patient acuity.

92.5 Each Employer will have policies, developed in consultation with Employees and the Union, which set out the precise process to be followed to ensure patient and staff safety when:

(a) service demand is approaching capacity; and

(b) there is an identified risk to patient or Employee safety (examples of patient cohorts which potentially carry additional risks are bariatric patients, cognitive impairment patients and aggressive patients).

92.6 The policy will have considered relevant risk assessments, in particular where circumstances require nursing/midwifery care to be provided in an alternative environment, and relevant legislation, regulations or guidelines.

92.7 The policy will encapsulate the principles set out in clause 92.4 above and contain specific information which sets out the following:

(a) the trigger point(s) for the activation of the policy, noting that these trigger points should act as an early warning system;

(b) the accountabilities of those Employees involved in the decision making process;

(c) the process to be followed for those responsible for implementing the process, including the means to access additional, immediate and appropriate resources including appropriately qualified nursing staff;

(d) the identification of any alternative environment whereby nursing/midwifery care may be provided;

(e) the process for orientating staff to the alternative area and the requirement to perform a risk assessment in circumstances where one has not been completed; and

(f) the de-escalation process.

93. Proposals to Vary Specific Matters

93.1 Application

(a) This clause will apply to any proposal by an Employer or Employees to:

(i) implement an alternate Four Clear Days Allowance (see clause 41C.);

(ii) implement alternative hours of work at clause 42 (Hours of Work), (excepting clauses 42.2, 42.3, and 42.4); or

(iii) increase the number of rostered short shifts beyond the limit set by clause 47 (Avoidance and Management of Short Shifts) where the use of short shifts beyond that limit would have an EFT neutral effect.

(b) Nothing in this clause:

(i) allows for the unilateral changing of an Employee's contract of employment; or

(ii) permits variations inconsistent with the minimum ratio requirements prescribed by or made under the Safe Patient Care Act.

93.2 Definitions

In this clause:

(a) **Affected Employee** means an Employee in the ward or unit to which the proposal relates.

(b) **EFT neutral** means there is no reduction in nursing hours in a ward or unit as a result of the proposal to exceed the rostered short shift limit at clause 47 (Avoidance and Management of Short Shifts). That is, the nursing hours lost as a result of the additional short shifts are returned to the ward as part of the Proposal within the week of the applicable short shift unless otherwise agreed with the Affected Employees.

93.3 Written proposal (complying and non-complying proposal)

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

93.4 Meaning of Complying Proposal

In this clause, a complying proposal is a proposal that:

(a) is EFT neutral;

(b) would, upon implementation, be compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 the Safe Patient Care Act; and

(c) is not a non-complying proposal as described at clause 93.7 below.

93.5 Consultation period – complying proposal

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

93.6 Implementing a complying proposal

(a) **Genuine majority agree**

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

(b) **Disputes**

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

(c) **Exception – flexible work arrangement**

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

93.7 Meaning of Non-Complying Proposal

In this clause, a non-complying proposal is a proposal about a matter at subclause 93.1(a) that:

(a) is not EFT neutral;

(b) is non-compliant with the ratios prescribed by Divisions 1, 2 and 3 in Part 2 of the Safe Patient Care Act and, to be implemented would require a variation to the ratios using a method under Part 2, Division 4 of the Safe Patient Care Act;

(c) reduces shift length; or

(d) includes 12-hour shifts.

93.8 Implementation of a non-complying proposal

(a) A maximum of one month from the date of provision of the written proposal will be provided for consultation.

(b) Where the Employer, the ANMF and the affected Employees agree, the proposal may be implemented from the beginning of the next roster period except where it is also necessary for a variation of ratios to be made under the Safe Patient Care Act. In order for the proposal to be effective the proposal will not be implemented until the ratio variation under the Safe Patient Care Act takes effect.

(c) Where the Employee(s) do not agree with an Employer's proposal, a secret ballot of affected Employees will be conducted. If the ballot does not endorse the proposed change, then the proposal will not proceed.

93.9 Considerations

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

(a) patient profile – consideration of patient case mix, age of patient, complexity, length of stay and throughput of patients in the clinical setting e.g. emergency admissions, elective admissions and transfers to/from critical care areas;

(b) the capacity of nursing/midwifery staff to complete their duties within existing work hours;

(c) quality of care/clinical risk, including nurse/midwife sensitive adverse outcomes such as falls (with or without injury), urinary tract infections, pneumonia, decubitus ulcers, thrombosis, sepsis and medication errors (with or without patient consequences);

(d) occupational health and safety considerations such as physical environment and staff safety; and

(e) nursing/midwifery engagement.

93.10 Preservation of Existing Workload Management Proposals

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

94. Trainee Enrolled Nurses

94.1 Application

(a) This clause applies only to the employment of a Trainee Enrolled Nurse undertaking a Diploma of Nursing in Traineeship mode where that Trainee at any time during their Training Contract forms part of a Local Agreement under the Safe Patient Care Act.

(b) A Trainee who is initially engaged to be supernumerary at all times during their Training Contract, but subsequently forms part of a Local Agreement under the Safe Patient Care Act will for the entirety of their Training Contract be treated as a Trainee in accordance with this clause.

Example:

A Trainee engaged under the YES program who was intended to be totally supernumerary for the duration of their Training Contract is subsequently utilised

by the Employer to meet the Local Agreement under the Safe Patient Care Act when this was not anticipated at the commencement of the Training Contract.

94.2 Definitions

(a) **Approved Training** means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

(b) **Trainee** is an individual who is a signatory to a training agreement registered with the relevant Victorian Training Authority and is involved in paid work and structured training which may be on or off the job. "Trainee" does not include an individual who already has the competencies to which the traineeship is directed.

(c) **Traineeship** means a system of training which has been approved by the relevant Victorian Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time traineeships and part-time traineeships including school-based traineeships.

(d) **Training Agreement** means an agreement for a Traineeship made between an Employer and a trainee which is registered with the relevant Victorian Training Authority.

94.3 Training Conditions

(a) The Employer will provide a Registered Nurse mentor to each Trainee during the traineeship period.

(b) The Employer will ensure that there is appropriate nurse education support available to those Trainees.

94.4 Employment Arrangements

(a) A Trainee Enrolled Nurse who immediately prior to commencing the traineeship was an existing Employee of the Employer will, in the event their Traineeship is terminated by the Employer for other than serious and wilful misconduct, revert to their pre-traineeship position.

(b) Where the employment of a Trainee by an Employer is continued after the completion of the traineeship period, such employment period will be counted as service for the purposes of this Agreement or any other legislative entitlement.

94.5 Employment Conditions for Trainees

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

(b) A Trainee, whether full-time or part-time, will be permitted to be absent from work to attend clinical placements without loss of weekly salary or diminution of accrued leave entitlements.

(c) All the terms and conditions of this Agreement that are applicable to an Enrolled Nurse will apply unless specifically varied by this clause.

(d) A Trainee will not be on call during the period of their Training Contract.

94.6 Limitations

(a) A Trainee Enrolled Nurse will be rostered so as to provide an 8 hour break before and after attending Approved Training or clinical placement.

(b) Trainee positions are additional to existing positions. No existing Employee will lose employment as a result of the introduction of Trainees. An Employer will not dispense with the services of Employees for the purposes of appointing a Trainee before or after that appointment.

(c) Where the Trainee completes the qualification in the Training Contract to the satisfaction of the Nursing and Midwifery Board of Australia earlier than the time specified in the Training Contract then the Trainee will be considered a full Enrolled Nurse for the purposes of the Agreement terms and conditions for the duration of the Training Contract.

95. Not used

96. Not used

PART K – OCCUPATIONAL HEALTH AND SAFETY

97. OHS Preliminary

97.1 Relationship to legislation

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

97.2 Arrangement of this Part K

This part is arranged as follows:

(a) OHS Preliminary (clause 97);

(b) OHS Working Group (clause 98);

(c) OHS Risk Management (clause 99);

(d) Incident Reporting, Investigation and Prevention (clause 100);

(e) Designated Work Groups (clause 101);

(f) HSRs (clause 102);

(g) Occupational Violence and Aggression Prevention and Management (clause 103); and

(h) Workers' Compensation, Rehabilitation and Return To Work (clause 104).

97.3 Definitions

For the purposes of this Part K of this Agreement:

(a) **DWG** means designated work group as defined under the OHS Act as amended from time to time and may include employees other than nurses and/or midwives.

(b) **Incident** means an event or circumstance that led or could have led to unintended or unnecessary harm.

(c) **Injury** means any physical or mental injury.

(d) **Insurer** means an authorised agent as defined by the WIRC Act.

(e) **Workplace** means workplace as defined under the OHS Act.

98. Industry OHS Working Group

98.1 The Employers (and their representative), the Employees and the Unions will proactively cooperate in the development and recommendation of measures to improve occupational health and safety outcomes, with the intent of improving Employee health and safety, preventing injury, illness and incapacity (and hence workers compensation payments) and supporting effective and responsive return to work, with a particular focus on the following:

(a) psychological injuries;

(b) safe patient and manual handling processes;

(c) safe rostering practices and prevention of fatigue risks;

(d) occupational violence and aggression prevention programs;

(e) education for NUMs/ANUMs regarding management of Employees; and

(f) workplace bullying.

98.2 The proactive cooperation described at clause 98.1 with respect to the priorities identified above, will seek to achieve the following:

(a) In the case of psychological injuries, a shared approach to:

(i) addressing work related causes of psychological injury, including bullying, sexual harassment and burn out; and

(ii) finding available positions for an Employee with a psychological injury, including but not limited to positions with an alternate Employer by agreement where the Employee's treating practitioner determines that it is unlikely that the Employee could return to work with their Employer but could return to work with an alternate Employer. In the first instance, the primary focus will be with respect to work-related psychological injuries;

(a) in the case of safe patient and manual handling processes, reduction of musculoskeletal injuries by identifying requirements for safe patient and manual handling programs including recommendation of principles and practices to prevent and reduce the associated risks;

(b) in the case of safe rostering practices, identification of staff and patient safety risks associated with working hours, shift work, rostering practices and fatigue, including any preventable hazards, and recommendation of principles and practices to prevent and reduce the associated risks;

(c) in the case of occupational violence and aggression prevention programs, ensuring the prevention and/or appropriate management of occupational violence to reduce associated injuries and illness, including the long-term mental health implications of exposure to continuing violence and aggression, including recommendation of principles and practices to prevent and reduce the associated risks, consistent with the ANMF 10 Point Plan, and making recommendations to address these;

(d) in the case of education and training of NUMs/ANUMs, appropriate understanding of management obligations in relation to occupational health and safety, workers compensation and return to work by identifying gaps and making recommendations to address these, and

(e) in the case of workplace bullying, identification of bullying prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and making recommendations to implement these.

98.3 As these matters are relevant to all Employees and Employers covered by this Agreement, an Industry OHS Working Group will be established consisting of no more than three representatives from each of the following:

(a) the Unions;

(b) VHIA;

(c) DOH; and

(d) other attendees as agreed by members of the working party.

98.4 In the case of the Unions and VHIA, a representative may include a member.

98.5 The Industry OHS Working Group will commence meeting within three (3) months of the commencement of the Agreement, and will meet bi-monthly or otherwise by agreement between its members.

98.6 The Industry OHS Working Group will determine any actions it will undertake, in addition to the above priorities.

98.7 The Industry OHS Working Group will operate with the oversight of the Central Implementation Committee and will produce annual reports to be provided to all parties on the progress, actions and recommendations resulting from the Group's work, with the first report to be delivered to the SDPPWG no more than 12 months after the first meeting.

99. OHS Risk Management

99.1 Those covered by this Agreement will take a proactive approach to the prevention and management of workplace injuries to the highest level of protection reasonably practicable in the circumstances, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

99.2 Those covered by this Agreement recognise that consultation with nurses, midwives and their representatives is crucial to achieving a healthy and safe work environment. To this end, Employers will consult with nurses, midwives and their representatives around matters relating to health and safety in the workplace.

99.3 Employers will implement the hierarchy of controls to control hazards and will eliminate the hazard at the source wherever practicable.

99.4 Central Building Consultative Committee

Note: Nothing in this clause 99.4 limits the Employer's obligations to consult with HSRs under the OHS Act

(a) Where an employer is proposing to undertake construction of a new or significantly changed work area or areas, including construction of a new facility, the employer will establish a central building consultative committee for the purpose of consulting with HSRs and the Unions.

(b) The Employer will notify the unions in writing, and invite the unions to nominate representatives to participate in the central building consultative committee (**CBCC**). The Employer will make available to the CBCC the information to enable the CBCC to fulfil the intention of this provision.

(c) The CBCC will be responsible for the consultation process. This will include the design elements of the proposed construction from an occupational health and safety perspective.

(d) This committee will include representatives from the Employer, HSRs from relevant workplaces, the Union and other members as relevant, to proactively discuss, review proposals and plans, and provide input for consideration.

(e) Consultation will include:

(i) the provision of the building plans once the Employer has the capacity to do so; and

(ii) walkthroughs of the site at key stages of development.

(f) The Employer will notify the Union of the expected timeline for the events listed in subclause 99.4(e) as soon as possible to facilitate participation. The Unions will cooperate to ensure such consultation occurs without undue delay to the construction and/or commissioning.

99.5 This Agreement recognises that hazards include, but are not limited to:

(a) safe patient and manual handling;

(b) occupational violence and aggression;

(c) circumstances that give rise to adverse effects on psychological health, including bullying, workplace stress and fatigue;

(d) unsafe design and layout of health workplaces;

(e) slips, trips and falls;

(f) blood borne and other infectious diseases;

(g) sharps; and

(h) hazardous substances.

99.6 Employers will ensure Nurse Managers/Supervisors receive adequate education and support to ensure the following can occur:

(a) the assessment of OHS risks;

(b) the undertaking of OHS incident investigations; and

(c) consultation with staff over OHS issues.

99.7 Employers will provide information, education, training and supervision to all Employees of the Employer required to enable them to perform their work in a manner which is safe and without risks to health. This will occur on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

99.8 Manual Handling Incidents

(a) Employers will, in consultation with HSRs:

(i) identify the number of manual handling incidents/injuries over the previous 12 months;

(ii) review risk control measures as required by regulation 28 of the Occupational Health and Safety Regulations 2017; and

(iii) so far as is reasonably practicable, eliminate any risk of a musculoskeletal disorder associated with hazardous manual handling or, if it is not reasonably practicable to eliminate a risk of a musculoskeletal disorder associated with hazardous manual handling, the employer must reduce the risk so far as is reasonably practicable consistent with Regulation 26 of the Occupational Health and Safety Regulations 2017.

(b) The considerations at (iii) above will include the frequency of safe patient and manual handling training.

(c) A report regarding manual handling incidents/injuries will be provided either to the relevant OHS Committee with an invitation to the Unions or the WIC under clause 80.

100. Incident Reporting, Investigation and Prevention

100.1 The Employer will facilitate timely reporting of incidents by Employees and ensure Employees who report incidents are appropriately supported.

100.2 Following an incident, the Employer will as soon as practicable:

(a) provide the Employee(s) with access to post incident support services;

(b) take appropriate action to prevent further injury to Employee(s);

(c) conduct an incident investigation in a timely manner and implement workplace controls to prevent the incident recurring; and

(d) provide information regarding the Employee's rights as relevant including the making and lodging of a workers compensation claim or reporting to police.

100.3 The Employer will provide information, instruction and training to Employees and management staff regarding the importance of timely reporting, procedures regarding incident reporting, and linking this to incident investigation and prevention.

101. Designated Work Groups

101.1 Where Union members constitute the majority of the workforce within a designated work group, the Employer will establish and maintain a system of DWGs in consultation with Employees and the Unions.

101.2 In determining the particulars of DWGs (including number of HSRs), the following considerations will, where practicable, be taken into account:

(a) the specific needs, conditions and hazards affecting employees in the area(s) concerned;

(b) the working arrangements, including shiftwork, of employees in the area(s) concerned;

(c) the accessibility of health and safety representatives to employees in the area(s) concerned; and

(d) the geographical layout of the workplace.

102. HSRs

102.1 HSR(s) Election Process

(a) Employees in the relevant DWG will be given the opportunity to nominate for a position as an HSR.

(b) Where there is more than one nominee for any vacancy of a HSR position, the method of conducting the election will be determined by the Employees of the DWG concerned. Either the ANMF or HSU will, where requested by the staff, conduct the election.

(c) If there are equivalent nominees to positions vacant then the candidate(s) will be elected unopposed.

(d) The Employer will maintain a current list of DWGs, as well as the name(s) of the elected HSR(s) and vacant positions for each DWG and will display this in a prominent place in the workplace at all times.

(e) Immediately following 30 March and 30 September each year, Employers will provide a copy of the DWG list in the format set out below, preferably in Microsoft Excel, with the names of the HSR(s) relevant to Employees as well as other information set out below where practicable:

Employer	**Campus**	**Name of DWG**	**Name of elected HSRs and Deputy HSRs (if no HSR state "vacant")**		**Classification**	**Election date**	**Training date (5 day training)**
			First Name	**Surname**			

102.2 HSR Training

(a) HSRs will be entitled and encouraged to attend a WorkSafe Victoria approved course as soon as practicable following their election.

(b) The Employer will permit HSRs to take such time as is necessary or prescribed to attend occupational health and safety training courses approved by WorkSafe Victoria.

(c) HSRs will have the right to choose which course to attend, provided it is a WorkSafe Victoria approved course. An Employer will not prevent or obstruct an HSR from attending a course chosen by them.

(d) When attending an approved course, HSRs will be paid as per their roster, that is, the normal or expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the HSR been at work.

(e) Where HSRs attend an approved course outside their normal working hours or roster, they will be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when an HSR:

(i) normally works two days a week, and attends a block five-day course;

(ii) has a rostered day off during the course; and

(iii) has a shift that does not overlap, or overlaps only marginally, with the course's hours.

(f) Rosters or shifts prior to or post HSR training will be altered where necessary to ensure that HSRs are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

(g) The Employer is responsible for payment of course fees, travel costs and accommodation for HSR attendance at WorkSafe Victoria approved courses.

102.3 Facilities for HSRs

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

(b) HSRs will have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the OHS Act.

102.4 Health and Safety Committees

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

103. Occupational Violence and Aggression Prevention and Management

103.1 Prevention and Management of Occupational Violence and Aggression

Employees are entitled to be provided a workplace free of occupational violence and aggression (**OVA**).

103.2 Occupational Violence and Aggression Prevention

(a) VHIA, Employers, Unions and Employees support action to end violence and aggression in Victoria's public health system. This requires an inclusive, integrated approach both at an industry and individual health service level.

(b) Each Employer will have an action plan, which will be subject to ongoing review, to address occupational violence and aggression.

(c) Any action plan will:

(i) outline the actions necessary to improve security;

(ii) implement proactive measures to identify and address risks;

(iii) ensure a reporting culture and mechanisms to assist in investigation; and

(iv) provide appropriate support following workplace incidents.

(d) The action plan will be consistent with the:

(i) ANMF 10 Point Plan to End Violence and Aggression; and

(ii) WorkSafe Guidance note relevant to occupational violence and aggression.

(e) In developing or reviewing an action plan, the Employer will consult with HSRs, the Unions and affected Employees to identify any gaps having regard for the requirements at (c) before implementing any changes.

(f) The Employer will designate an occupational health and safety committee (which may be an existing committee) as responsible for overseeing the actions required by this clause 103.

(g) Upon written request from a Union, an Employer will provide to the requesting Union the following written information within four (4) weeks:

(i) the Employer's action plan or, where it does not have one, how it is developing an action plan;

(ii) the name of the Committee responsible for oversight of occupational violence and aggression issues including the contact details of the Committee Chairperson;

(iii) where the Committee at (ii) establishes a sub-committee or working party for the purpose of giving effect to the obligations under this clause 103, the name of the sub-committee or working party and the contact details of the Chairperson;

(iv) details of the Employer's program/system for addressing occupational violence and aggression including relevant policies; and

(v) other material relevant to the Employer's program/system for addressing occupational violence and aggression and/or action plan.

(h) From 24 June 2024, the Employer will invite the Unions to attend and participate in meetings of the relevant committee established or convened for the purpose of giving effect to this clause 103, including but not limited to the discussion of the materials at clause 103.7.

103.3 Employer Policy

An Employer will have and maintain policies designed to directly address the prevention and management of occupational violence and aggression. This policy will:

(a) be regularly (at least every 12 months) reviewed through the occupational health and safety committee(s) (including HSRs) and occupational health and safety consultation mechanisms applying at the Employer, with specific consideration to an OHS Risk Management approach, and the ANMF 10 Point Plan to prevent violence and aggression;

(b) ensure that Employees are provided with the current policies and are advised of any change;

(c) ensure that Employees receive periodic refresher training regarding occupational violence and aggression issues including the current policies;

(d) upon request, provide a copy of current policies to the Unions or other Employee representative; and

(e) upon request, meet with the Unions or other Employee representative for consultation regarding the current policies, their application and implementation.

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

103.5 Key Principles

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

(a) security;

(b) risk identification;

(c) the development of patient care plans;

(d) incident reporting, investigation and action;

(e) workplace design;

(f) training;

(g) integration of policies and procedures;

(h) post incident support;

(i) application across all health disciplines; and

(j) empowering staff to expect a safe workplace.

103.6 Continuous Improvement

(a) The Employer will undertake regular (at least six-monthly) audits of their occupational violence and aggression management strategy, considering the ANMF 10 Point Plan to end violence and aggression, in consultation with HSRs and clinical care staff.

(b) The Employer will provide the results of such audits and the action plan to their HSR and, upon request, Job Representatives, for review and discussion at the committee or working group referred to at subclause 103.2(f)

(c) Further external developments regarding the prevention and management of occupational violence and aggression will occur during the life of the Agreement. They may include but not be limited to:

(i) baseline standards for security; and

(ii) incident reporting systems.

(d) Employers will continue to review, consult and update their response to occupational violence and aggression to take into account developments that may result in the continued improvement of its response.

103.7 OVA Reporting

(a) The Employer will make the following information available to the committee designated at subclause 103.2(f):

(i) the number of code greys and code black and other alerts relating to risk of violence;

(ii) the overall number of reported incidents of OVA;

(iii) the number of incidents that have resulted in physical or psychological injury to staff, patients and visitors and/or the number of incidents that have resulted in property damage where available; and

(iv) systematic recommendations and actions affecting risk management and OVA.

An opportunity will be provided during the meeting to discuss these matters.

(b) The Employer will, in consultation with the elected HSR, conduct workplace violence audits.

104. Workers' Compensation, Rehabilitation and Return to Work

104.1 Workers Compensation Information

(a) The Employer will display and make available the WorkSafe Victoria "If You Are Injured at Work" Poster, as amended from time to time.

(b) The Employer will provide a copy of the poster (A4 version) to Employees as soon as they report an incident that may give rise to an injury to themselves.

104.2 Compensation Make-Up Pay

See clause 29.

104.3 Attendance at medical appointments

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

(a) take the time as paid personal/carer's leave (subject to having sufficient accrued leave); or

(b) take the time as paid work time, in which case the Employer may claim repayment for that time under workers' compensation legislation, subject to that legislation.

104.4 Return to Work

(a) This clause shall apply to an Employee not performing their normal duties due to a work-related injury to which the WIRC Act applies.

(b) The Employer will appoint a Return to Work Co-ordinator who will have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.

(c) The Employer will develop an appropriate return to work plan as soon as medically appropriate in consultation with the injured Employee concerned, their treating doctor and health professionals providing treatment or services to the injured Employee.

(d) The Employer will assist injured Employees to remain at work or return to work in suitable employment as soon as medically appropriate after injury. The Employer will ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured Employee. The suitable employment will also take into account the Employee's place of residence and pre-injury hours of work.

(e) Without limiting the content of the return to work plan, the plan will include, but not be limited to a return to work program signed by the Employer, Employee and treating doctor which covers:

(i) the estimated date of the return to work;

(ii) the position title;

(iii) the duties and hours of work to be offered;

(iv) the nature of the incapacity and any medical restrictions;

(v) the applicable classification and pay rate;

(vi) steps to be taken to facilitate the return to work; and

(vii) the date or dates for regular review.

(f) The return to work plan may also consider:

(i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc.; and

(ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

(g) The return to work plan will be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

(h) Employees will have the right to have a representative present at any interview arranged by their Employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the Employer will advise the Employee that he/she may have a representative present. The Employer will where practicable provide to the Employee at least seven days' notice of such interviews occurring.

(i) The Employer will not seek to change the Employee's duties, hours or other aspects of the Employee's employment or return to work plan without consulting with the Employee.

(j) A Union representative may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

(k) The Employer and the Employee will cooperate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the WIRC Act will apply.

(l) Employers are not to attend any medical assessments with injured workers where capacity is being assessed or a treating plan is being developed unless specifically requested by the Employee to do so. This prohibition does not apply to appointments specifically for the development of a RTW plan.

104.5 Rehabilitation, Re-training and Re-education

(a) The Employer may pay for any re-training or re-education which is required to assist the Employee to remain at work or return to work in suitable employment in accordance with guidelines issued by Victorian WorkSafe to its agents. Approval for such re-training or re-education may be requested by the Employee, their treating practitioner, or any other Victorian WorkSafe approved service provider, individual or agency, on behalf of the Employee.

(b) Where it has been established that an Employee has a permanent injury or condition which prevents them returning to their pre-injury employment the Employer will ensure the Employee is advised of all vacancies as they become available.

104A Prevention of Gendered Violence including Sexual Harassment

104A.1 Duties

(a) Employers, Employees and others have specific duties relating to work-related gendered violence (including work-related sexual harassment) under the OHS Act and the EO Act.

(b) Employers have a positive duty to eliminate, as far as possible, sexual harassment in connection with work, which is unlawful.

104A.2 Definitions

(a) **Work-related gendered violence**

Work-related gendered violence is any behaviour, directed at any person, or that affects a person, because of their sex, gender or sexual orientation, or because they do not adhere to socially prescribed gender roles, that creates a risk to health and safety.

(b) **Sexual harassment**

A person sexually harasses another person if he or she:

(i) makes an unwelcome sexual advance, or an unwelcome request for sexual favours, to the other person; or

(ii) engages in any other unwelcome conduct of a sexual nature in relation to the other person,

(iii) in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the other person would be offended, humiliated or intimidated. The motive or intention of the person engaging in sexual harassment is irrelevant.

(iv) A person can be a victim of sexual harassment if they witnessed, overheard or were in the presence of unwelcome conduct of a sexual nature, even if the conduct was not directed at them.

(v) A person may be taken to have engaged in sexual harassment if they cause, instruct, induce, aid or permit another person to engage in sexual harassment, even if they did not directly carry out the sexual harassment themselves.

(c) **Examples of work-related sexual harassment**

Work-related sexual harassment is sexual harassment (as described above) directed at a person, that can happen at work, work-related events, or between people sharing the same workplace. Work-related sexual harassment isn't always obvious, repeated or continuous.

Work-related events include external meetings or conferences, training courses or workshops, social gatherings (e.g. team lunches), etc.

It can be a one-off incident and can involve unwanted or unwelcome:

(i) touching;

(ii) staring or leering;

(iii) following or watching inappropriately, or loitering inappropriately, either in person or digitally;

(iv) sexually suggestive comments, jokes, or nicknames;

(v) sexually explicit pictures or posters;

(vi) repeated invitations to go out on dates;

(vii) requests for sex;

(viii) intrusive questions about a person's private life or body;

(ix) unnecessary contact, such as deliberately brushing up against a person;

(x) insults or taunts based on sex or gender;

(xi) sexually explicit physical contact; or

(xii) sexually explicit emails, text messages or social media activity.

104A.3 Polices

(a) **Maintenance of policies**

Each Employer will:

(i) maintain policies regarding work-related gendered violence including sexual harassment;

(ii) ensure those policies are accessible to Employees;

(iii) provide training to Employees regarding the content of those policies; and

(iv) support a culture of reporting of incidents.

A copy of these polices is available to a Union on request.

(b) **Standard of Policies**

Each policy will define work-related gendered violence and sexual harassment and identify:

(i) how and to whom complaints can be made;

(ii) the support available to affected Employees;

(iii) the steps taken to identify risk, assess that risk, and as far as is practicable eliminate that risk. Where the risk cannot be practicably eliminated, then the policy will describe the controls in place to minimise that risk.

(iv) the steps that will be taken to address the complaint including investigation, outcome and, where appropriate, contact with external agencies such as Victoria Police.

(c) **Resources**

Resources that should be considered in reviewing or developing work-related gendered violence and sexual harassment policies include:

(i) WorkSafe's work-related gendered violence including sexual harassment resources; and

(ii) Victorian Public Sector Commission's Model Sexual Harassment Policy and Practice Guide.

104A.4 Workplace Implementation Committee

The Employer's policies regarding work-related gendered violence and sexual harassment will be provided to the WIC for the purpose of discussion and feedback.

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

105. Interaction with the Safe Patient Care Act

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

(a) the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or

(b) a Care/Ratio Detriment Notice comes into effect pursuant to subclause 105.2(e) below.

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

105.2 Care/Ratio Detriment Notice

(a) If the Secretary of the ANMF (Victorian Branch) (**Secretary**) is satisfied that the Safe Patient Care Act has been amended or its operation varied by reason of any Act or Subordinate Instrument in such a manner as to be likely to result in a detriment to the level of safe patient care and nurse/midwife to patient ratios (**care/ratio change**) facilitated by the Safe Patient Care Act, she/he may issue a notice (**Care/Ratio Detriment Notice**).

(b) A Care/Ratio Detriment Notice will be filed with the Commission and served on the VHIA, the Department Head of DOH and each Employer to which this Agreement applies.

(c) A Care/Ratio Detriment Notice must be filed and served within 60 days of the coming into effect of the care/ratio change concerned and must specify the care/ratio change.

(d) A failure or deficiency in service under subclauses 105.2(b) or 105.2(e)(ii) will not affect the validity and effect of the Care/Ratio Detriment Notice or the withdrawal of that Notice if properly filed with the Commission.

(e) The Care/Ratio Detriment Notice will come into effect as follows:

(i) The Care/Ratio Detriment Notice will come into effect 7 days after it is filed with the Commission unless, during that 7 day period (**Notification Period**), the VHIA files with the Commission and serves on the Secretary, a consultation request. If a consultation request is served in the Notification Period, then subclause 105.2(e)(ii) will apply.

(ii) Upon filing a consultation request pursuant to subclause 105.2(e)(i), a period of 14 days will be allowed for consultation to occur (**Consultation Period**). During the Consultation Period the Secretary or delegate and the VHIA will consult in good faith in relation to the care/ratio change and the Care/Ratio Detriment Notice. The Department Head or delegate of DOH may be involved in these consultations. The Secretary may withdraw the Care/Ratio Detriment Notice at any time during the Consultation Period by filing correspondence to this effect with the Commission and serving it on the VHIA, the Department Head of DOH and each Employer to which this Agreement applies. Unless withdrawn during the Consultation

Period, the Care/Ratio Detriment Notice will come into effect on the day after the end of the Consultation Period.

(f) The Secretary in determining their satisfaction as to detriment under subclause 105.2(a) will have regard to the following:

(i) any representation made by persons affected by the care/ratio impact change;

(ii) the likely effect of the care/ratio impact change on the provision of safe patient care;

(iii) the likely effect of the care/ratio impact change on nursing/midwifery workloads; and

(iv) the purpose and reasons for the care/ratio impact change (if any) provided to the Parliament.

(g) Nothing in clauses 105.1 or 105.2 or any act or failure to act under clauses 105.1 or 105.2 will be subject to the Dispute Resolution Procedure in this Agreement or otherwise be subject to review.

105.3 If either of the conditions in subclauses 105.1(a) or (b) are met:

(a) sections 3, 4 and 5 of Part 1, Part 2 and Schedules 1, 2 and 3 of the Safe Patient Care Act and any associated regulations as in force immediately prior to:

(i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or

(ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a),

will be incorporated as terms of this Agreement with effect from the Incorporation Date;

(b) the ratios in force by operation of any re-distribution or variation or agreement under Part 2 – Division 4 or by the operation of sections 47, 48 or 49 of the Safe Patient Care Act as in force immediately prior to:

(i) the date the Safe Patient Care Act is repealed or otherwise ceases to operate as a law of the State of Victoria; or

(ii) the date of the care/ratio change in respect of which a Care/Ratio Detriment Notice was issued under subclause 105.2(a),

will be incorporated as terms of this Agreement with effect from the Incorporation Date;

(c) references in this Agreement to the Safe Patient Care Act, other than the references in clauses 4.4 and 6.4, and clause 105 (Interaction with the Safe Patient Care Act) are to be read as the Safe Patient Care Act as incorporated by subclauses 105.3(a) and 105.3(b) with effect from the Incorporation Date; and

(d) the Agreement is to operate to the complete exclusion of any inconsistent State laws with effect from the Incorporation Date.

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

105.5 The terms of the Safe Patient Care Act as incorporated into this Agreement pursuant to clause 105.3, will operate in conjunction with the terms of the Agreement, provided that where there is an inconsistency between the Safe Patient Care Act as incorporated and other provisions of this Agreement, the terms of the Safe Patient Care Act as incorporated, will prevail.

105.6 Any dispute as to how any provision of the Safe Patient Care Act as incorporated, operates or operates in conjunction with the Agreement, may be progressed through clause 13 (Dispute Resolution Procedure) of this Agreement. In exercising its powers in relation to such a dispute under clause 13, the Commission:

(a) must take into account the objects of the Safe Patient Care Act as incorporated pursuant to clause 105.3;

(b) may, if necessary, take into account the intention of Parliament as expressed in the explanatory memorandum to the *Safe Patient Care* (*Nurse to Patient and Midwife to Patient Ratios) Bill 2005* (Vic); and

(c) may only, if the dispute is in respect of a variation to the ratios made in accordance with the Safe Patient Care Act as incorporated by clause 105.3, consider whether consultation in good faith has occurred. Accordingly, clinical aspects of the variation remain the sole responsibility and accountability of the Employer and are not subject to consideration by the Commission.

106. Undergraduate Employment Models

RUSONs/RUSOMs/RENS

Note: With effect from 1 July 2024.

106.1 Definition

(a) A **Registered Undergraduate Student of Nursing** or **RUSON** for the purposes of this clause is a person currently enrolled at a University to undertake undergraduate nursing study, who is registered with AHPRA as a student nurse, and who at commencement, has successfully completed not less than 12 months of their course.

(b) A **Registered Undergraduate Student of Midwifery** or **RUSOM** for the purposes of this clause is a person currently enrolled at a University to undertake undergraduate midwifery study, who is registered with APHRA as a student midwife, and who at commencement, has successfully completed not less than 12 months of their course.

(c) A **Registered Enrolled Nurse Student** or **RENS** for the purposes of this clause is a person currently enrolled to undertake Diploma nursing study, who is registered with AHPRA as a student nurse.

106.2 Employment as RUSONs/RUSOMs/RENS

(a) RUSON/RUSOM/RENS will be employed on a fixed term basis or engaged on a casual basis.

(b) RUSONs/RUSOMs/RENS will be delegated activities and aspects of care by a Registered Nurse/Registered Midwife and supervised in providing the delegated activity by the Registered Nurse/Registered Midwife. The

RUSON/RUSOM/RENS must at all times work under the delegation and supervision of the Registered Nurse/Registered Midwife in accordance with a documented position description that is appropriate having regard to the level of education completed.

(c) RUSONs/RUSOMs/RENS will not be given sole patient allocation but instead work with one or more nurses/midwives in the provision of care to a group of patients.

106.3 Termination of Employment

(a) Employment will conclude:

(i) from when the Employee terminates their employment;

(ii) from when the Employer terminates the employment in accordance with this Agreement.

(iii) on being granted registration as a Registered Nurse, Registered Midwife, or Enrolled Nurse unless the Employee, Employer and the ANMF agree in writing to continue the employment for a short period of time to cover the period between registration and commencement of a graduate or similar program;

(iv) when the Employee withdraws, defers from or fails their course of education; or

(v) in the case of a casual, in accordance with clause 19 (Casual Employment).

106.4 Rate of pay for RUSONs/RUSOMs/RENS

A RUSON/RUSOM/REN will be paid on the following basis:

RUSON/RUSOM /RENS	**Percentage of Grade 2 Year 1 rate of pay set out in Part 1 of Appendix 2**
RUSON/RUSOM/RENS	81.5%

106.5 Other terms and conditions for RUSONs/RUSOMs/RENS

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

106.6 Continuity of service

Continuity of Service as a Registered Nurse/Registered Midwife/Enrolled Nurse will include any period of service in the program, provided any gap between employment as a student and commencement of employment as a Registered Nurse/Registered Midwife/Enrolled Nurse is less than 12 months.

106.7 Notification to ANMF

The Employer will notify the ANMF, on request, of:

(a) the participating wards/units;

(b) EFT quantum and fraction of each undergraduate student category operating within the ward; and

(c) the RUSON/RUSOM/RENS Position Description, the Core activity list, and the Exclusion List.

107. Midwifery Continuity of Care Models

107.1 Safe Patient Care Act

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

107.2 Definition

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

(b) **Continuity of Care Model** includes:

(i) Midwifery group practice – caseload;

(ii) MAPS – caseload of antenatal, postnatal and domiciliary care provision, provided that the following sub-clauses do not apply to a MAPS model:

(A) subclause 107.3(d)(i);

(B) clause 107.7A (Commuted loading review); and

(C) subclause 107.4(d) (caseload).

107.3 Introducing a Midwifery Continuity of Care Model

(a) An Employer may propose to introduce a Midwifery Continuity of Care Model (**Proposal**).

(b) The Employer will notify:

(i) the LHAC; and

(ii) the ANMF Secretary in writing.

(c) The LHAC will be consulted on the Proposal. Consultation timelines are to be consistent with the indictive timelines in clause 11.

(d) The LHAC will be consulted on:

(i) flexibility and frequency of on call in relation to EFT/Caseload;

(ii) full indemnity arrangements to be maintained by the Employer; and

(iii) clinically effective arrangements that are maintained and/or adapted to ensure optimal client outcomes at all times.

(iv) The Proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) will be available between 8 and 12 hours of duty.

(v) Professional development support to be available as per this Agreement, with additional support to be agreed between the Employer and Employee, as required.

(vi) Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.

(vii) The four (4) days clear off duty and on call provided for in this Agreement to apply.

(e) Following consultation with the LHAC, the Employer will distribute the Proposal, including any amendments arising from consultation, to affected midwives (including those midwives who may not participate in the model).

(f) All proposals must take into account and address the matters set out at clause 107.4 below.

(g) Details of arrangements for midwives not entering the new model will be contained within the Proposal. Whether working in a new model or not, arrangements will be such that midwives can have access with their Employer and be able to perform the range of midwifery duties at an equivalent level to the access and performance provided prior to the implementation of the model in order to maintain their skill base.

(h) Any subsequent changes in a Midwifery Continuity of Care Models must only occur following further consultation with the ANMF and affected Employees and in compliance with this clause.

107.4 Guidelines for Midwifery Continuity of Care Models

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

(a) Models should aim for continuity of care including pregnancy care, labour and birth care, post-natal and community care.

(b) Changes to employment patterns (including hours) will be agreed as part of the consideration of a proposal and entitlements will apply in accordance with the new pattern of work (including hours), and this clause 107. For midwives not entering the model, existing work patterns (including hours) and entitlements will continue unless otherwise agreed between the Employer and the midwife.

(c) Where the model is not embedded within a full maternity service (i.e. a major regional or metropolitan health service) it is recognised there may not be on-site back up from other suitably qualified and skilled midwives (including midwives not participating in the model). In these circumstances, the LHAC Proposal and consultation must address appropriate back up and support at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives not participating in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide back-up, support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.

(d) The caseload per one EFT midwife will not exceed 45 women (booked in) per annum, with proportional caseloads to be allocated to part-time midwives.

(e) Local arrangements are to be agreed by the LHAC and resourced by the Employer to ensure compliance with this clause.

(f) Average full-time day of 8 hours to be the standard objective with an absolute maximum of 12 hours.

(g) Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and this clause.

(h) Appropriate managerial and midwife classification structure to be included in the model, taking into account the extent and size of the model and its interrelationship with existing maternity services at the local facility, the midwifery career structure and this Agreement.

(i) Vehicle provided or relevant vehicle allowance payable.

(j) The model will not in any way operate to reduce or preclude the provision of MCH nursing services to clients.

(k) The model must clearly and explicitly outline the inter-relationship between the existing maternity services (and, if necessary, existing services related to maternity services) and the proposed model.

107.5 Remuneration and other entitlements

(a) Midwives participating in the Midwifery Continuity of Care Model (other than MAPS) will receive a commuted loading on salary, based on the actual number and pattern of hours worked, in lieu of applicable:

(i) public holiday penalties;

(ii) Saturday and Sunday penalties;

(iii) recall and overtime;

(iv) on call allowance;

(v) shift allowance;

(vi) telephone recall; and

(vii) annual leave loading paid as "projected roster".

(b) The commuted loading under this clause is the greater of:

(i) 32% of the Employee's salary; or

(ii) if at the time the 2020 Agreement came into effect the Employee receives a commuted loading greater than 32%, that loading.

(c) All other entitlements set out in this Agreement will apply.

(d) The commuted loading will be paid in addition to the ordinary time rate of pay during all periods of annual leave.

(e) Midwives working in the **Continuity of Care Model** will have a separate roster and are on call for their caseload.

107.7A Commuted loading review

In the first six months of this Agreement, the VHIA, on behalf of the Employers, and the ANMF, on behalf of the Employees, will jointly undertake audits of Employers using Commuted Loading to determine if the percentage loading accurately reflects the following entitlements otherwise payable, recognising that some of the provisions below have changed in this Agreement:

(a) public holiday penalties;

(b) Saturday and Sunday penalties;

(c) recall and overtime;

(d) on call allowance;

(e) shift allowance;

(f) telephone recall; and

(g) annual leave loading paid as "projected roster".

If the review shows that a loading of greater than 32% more properly reflects the above entitlements otherwise payable, the higher rate will be payable effective 1 May 2024. A dispute that cannot be resolved between the ANMF and the VHIA about this review will be managed in accordance with subclause 14.1(e).

107.7B Midwives not in the model

Participation in the model for midwifery staff is voluntary. Subject to operational requirements (e.g. where a midwife has been replaced on the ward whilst participating in the model) midwives will be able to elect to participate/cease participating in the model provided adequate notice is provided. No midwife will lose their job by reason of the introduction of a Continuity of Care Model.

107.6 Advertising Positions in the Model

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

107.7 Evaluation

(a) Where a Midwifery Continuity of Care Model is introduced, nursing/midwifery management, ANMF nominated representatives and relevant staff will:

(i) during the first 12 months conduct an informal review on a monthly basis; and

(ii) no later than 12 months after the introduction of the model, conduct a comprehensive formal review with further reviews at agreed intervals thereafter.

107.8 Ward shifts for midwives employed in a Midwifery Continuity of Care Model

For the purpose of clause 41A, the Continuity of Care model will be considered the Employee’s Base Ward.

107.9 Dispute Resolution

(a) In the event of any dispute arising between an Employer and the ANMF relating to the continuation or implementation of midwifery continuity of care models, the review at clause 107.7 above, and this clause, it will in the first instance be referred to the ANMF/VHIA/DOH for consideration and consultation.

(b) In the event the dispute is unable to be resolved in accordance with subclause 107.9(a) above, it will be processed as a collective dispute in accordance with the Dispute Resolution Procedure of this Agreement.

SIGNATURES

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

_____

Witness

Tim Nagle _____

Name of Witness (print)

_____

Signature

Stuart McCullough _____

Name (print)

Chief Executive Officer _____

Authority to sign

88 Maribyrnong St, Footscray Victoria 3011 _____

Address

SIGNED for and on behalf of **AUSTRALIAN NURSING AND MIDWIFERY FEDERATION** by its authorised officers in the presence of:

_____

Witness

Samantha Casey – Acting Assistant Secretary

Name of Witness (print)

_____

Signature

Lisa Fitzpatrick

Name (print)

Secretary

Authority to sign

535 Elizabeth Street
Melbourne Victoria 3000

Address

SIGNED for and on behalf of **HEALTH SERVICES UNION** by its authorised officers in the presence of:

_____

Witness

Hala Salem _____

Name of Witness (print)

_____

Signature

Diana Asmar _____

Name (print)

__Secretary_____

Authority to sign

10, 661-663 Victoria Street, Abbotsford, Melbourne, VIC 3067

Address

APPENDIX 1 – LIST OF EMPLOYERS

Divisions 1-3

1. Albury Wodonga Health (Wodonga Hospital)
2. Alexandra District Hospital
3. Alfred Health
4. Alpine Health
5. Austin Health
6. Bairnsdale Regional Health Service
7. Barwon Health
8. Bass Coast Health
9. Beaufort and Skipton Health Service
10. Beechworth Health Service
11. Benalla Health
12. Bendigo Health
13. Boort District Health
14. Calvary Health Bethlehem Hospital Limited
15. Casterton Memorial Hospital
16. Central Gippsland Health Service
17. Central Highlands Rural Health
18. Cohuna District Hospital
19. Colac Area Health
20. Corryong Health
21. Darlingford Upper Goulburn Nursing Home
22. Dental Health Services Victoria
23. Dhelkaya Health
24. East Grampians Health Services
25. East Wimmera Health Service
26. Eastern Health
27. Echuca Regional Health
28. Ensay Bush Nursing Centre

29. Gippsland Southern Health Service
30. Goulburn Valley Health
31. Grampians Health
32. Great Ocean Road Health
33. Heathcote Health
34. Hesse Rural Health Service
35. Heywood Rural Health
36. Indigo North Health Inc
37. Inglewood & District Health Service
38. Red Cliffs and Community Aged Care Services Inc (Trading as Jacaranda Village)
39. Kerang District Health
40. Kooweerup Regional Health Services
41. Kyabram and District Health Service
42. Latrobe Regional Hospital
43. Lyndoch Living Limited
44. Mallee Track Health and Community Service
45. Mansfield District Hospital
46. Maryborough District Health Service
47. Melbourne Health
48. Mercy Hospitals Victoria Ltd
49. Mildura Base Public Hospital
50. Monash Health
51. Moyne Health Services
52. NCN Health
53. Northeast Health Wangaratta
54. Northern Health
55. Omeo District Health
56. Orbost Regional Health
57. Peninsula Health
58. Peter MacCallum Cancer Institute (Trading as Peter MacCallum Cancer Centre)

59. Portland District Health
60. The Queen Elizabeth Centre
61. Robinvale District Health Services
62. Rochester & Elmore District Health Service
63. The Royal Children's Hospital
64. The Royal Victorian Eye & Ear Hospital
65. The Royal Women's Hospital
66. Rural Northwest Health
67. Seymour Health
68. South Gippsland Hospital
69. South West Healthcare
70. St Vincent's Hospital (Melbourne) Limited
71. Swan Hill District Health
72. Tallangatta Health Service
73. Terang and Mortlake Health Service
74. Timboon & District Health Care Service
75. Tweddle Child & Family Health Service
76. West Gippsland Healthcare Group
77. West Wimmera Health Service
78. Western District Health Service
79. Western Health
80. Yarram and District Health Service
81. Yarrawonga Health
82. Yea and District Memorial Hospital

Stand Alone Community Health Centres

83. Access Health and Community
84. Ballarat Community Health
85. Banyule Community Health
86. Bellarine Community Health Ltd
87. Bendigo Community Health Services Ltd

88. BHN Better Health Network

89. Cohealth Limited

90. DPV Health Ltd

91. EACH

92. Gateway Health Limited

93. Gippsland Lakes Complete Health Limited

94. Grampians Community Health

95. HealthAbility Victoria

96. Ranges Community Health (Trading as Inspiro)

97. IPC Health Ltd

98. Latrobe Community Health Service Limited

99. Merri Community Health Services Limited (Trading as Merri Health)

100. Nexus Primary Health

101. Nillumbik Community Health Service Ltd

102. North Richmond Community Health Limited

103. Northern District Community Health

104. Primary Care Connect

105. Sunbury and Cobaw Community Health

106. Sunraysia Community Health Services Limited

107. Darebin Community Health Service (Trading as Your Community Health)

APPENDIX 2 – WAGES AND ALLOWANCES

APPENDIX 2A: All classifications, grades and salaries (excludes transitional, redundant and holding classifications).

PART 1 – WAGES

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
TRAINEE YEAR 1	**IB40**	**TEN 1**	$967.40	$996.40	$26.22	$1,015.70	$26.73	$1,046.20	$27.53	$1,058.60	$27.86	$1,090.40	$28.69	$1,102.00	$29.00	$1,135.10	$29.87	$1,242.10	$32.69
TRAINEE YEAR 2	**IB41**	**TEN 2**	$1,046.90	$1,078.30	$28.38	$1,099.20	$28.93	$1,132.20	$29.79	$1,145.70	$30.15	$1,180.10	$31.06	$1,192.60	$31.38	$1,228.40	$32.33	$1,344.20	$35.37
EN LEVEL 1 Year 1	**IB60**	**EN 1.1**	$1,145.90	$1,180.30	$31.06	$1,203.20	$31.66	$1,239.30	$32.61	$1,254.00	$33.00	$1,291.60	$33.99	$1,305.30	$34.35	$1,344.50	$35.38	$1,471.30	$38.72
EN LEVEL 1 Year 2	**IB61**	**EN 1.2**	$1,169.40	$1,204.50	$31.70	$1,227.90	$32.31	$1,264.70	$33.28	$1,279.70	$33.68	$1,318.10	$34.69	$1,332.10	$35.06	$1,372.10	$36.11	$1,501.50	$39.51
EN LEVEL 1 Year 3	**IB62**	**EN 1.3**	$1,192.50	$1,228.30	$32.32	$1,252.10	$32.95	$1,289.70	$33.94	$1,305.00	$34.34	$1,344.20	$35.37	$1,358.40	$35.75	$1,399.20	$36.82	$1,531.10	$40.29
EN LEVEL 1 Year 4	**IB63**	**EN 1.4**	$1,216.20	$1,252.70	$32.97	$1,277.00	$33.61	$1,315.30	$34.61	$1,331.00	$35.03	$1,370.90	$36.08	$1,385.40	$36.46	$1,427.00	$37.55	$1,561.60	$41.09
EN LEVEL 1 Year 5	**IB64**	**EN 1.5**	$1,262.80	$1,300.70	$34.23	$1,325.90	$34.89	$1,365.70	$35.94	$1,382.00	$36.37	$1,423.50	$37.46	$1,438.60	$37.86	$1,481.80	$38.99	$1,621.50	$42.67
EN LEVEL 1 Year 6	**IB65**	**EN 1.6**	$1,301.90	$1,341.00	$35.29	$1,367.00	$35.97	$1,408.00	$37.05	$1,424.80	$37.49	$1,467.50	$38.62	$1,483.10	$39.03	$1,527.60	$40.20	$1,671.70	$43.99
EN LEVEL 2 Cert IV Year 1	**IB66**	**EN 2.1**	$1,230.60	$1,267.50	$33.36	$1,292.10	$34.00	$1,330.90	$35.02	$1,346.70	$35.44	$1,387.10	$36.50	$1,401.80	$36.89	$1,443.90	$38.00	$1,580.10	$41.58
EN LEVEL 2 Cert IV Year 2	**IB67**	**EN 2.2**	$1,258.00	$1,295.70	$34.10	$1,320.80	$34.76	$1,360.40	$35.80	$1,376.60	$36.23	$1,417.90	$37.31	$1,432.90	$37.71	$1,475.90	$38.84	$1,615.10	$42.50
EN LEVEL 2 Cert IV Year 3	**IB92**	**EN 2.3**	$1,285.70	$1,324.30	$34.85	$1,350.00	$35.53	$1,390.50	$36.59	$1,407.00	$37.03	$1,449.20	$38.14	$1,464.60	$38.54	$1,508.50	$39.70	$1,650.80	$43.44
EN LEVEL 2 Cert IV Year 4	**IB93**	**EN 2.4**	$1,313.10	$1,352.50	$35.59	$1,378.70	$36.28	$1,420.10	$37.37	$1,437.00	$37.82	$1,480.10	$38.95	$1,495.80	$39.36	$1,540.70	$40.54	$1,686.00	$44.37
EN LEVEL 2 Cert IV Year 5	**IB94**	**EN 2.5**	$1,340.50	$1,380.70	$36.33	$1,407.50	$37.04	$1,449.70	$38.15	$1,467.00	$38.61	$1,511.00	$39.76	$1,527.00	$40.18	$1,572.80	$41.39	$1,721.10	$45.29
EN LEVEL 2 Cert IV Year 6	**IB95**	**EN 2.6**	$1,354.50	$1,395.10	$36.71	$1,422.20	$37.43	$1,464.90	$38.55	$1,482.30	$39.01	$1,526.80	$40.18	$1,543.00	$40.61	$1,589.30	$41.82	$1,739.20	$45.77
EN LEVEL 2 Diploma Year 1	**IB68**	**EN 2.3**	$1,285.70	$1,324.30	$34.85	$1,350.00	$35.53	$1,390.50	$36.59	$1,407.00	$37.03	$1,449.20	$38.14	$1,464.60	$38.54	$1,508.50	$39.70	$1,650.80	$43.44
EN LEVEL 2 Diploma Year 2	**IB69**	**EN 2.4**	$1,313.10	$1,352.50	$35.59	$1,378.70	$36.28	$1,420.10	$37.37	$1,437.00	$37.82	$1,480.10	$38.95	$1,495.80	$39.36	$1,540.70	$40.54	$1,686.00	$44.37
EN LEVEL 2 Diploma Year 3	**IB70**	**EN 2.5**	$1,340.50	$1,380.70	$36.33	$1,407.50	$37.04	$1,449.70	$38.15	$1,467.00	$38.61	$1,511.00	$39.76	$1,527.00	$40.18	$1,572.80	$41.39	$1,721.10	$45.29
EN LEVEL 2 Diploma Year 4	**IB71**	**EN 2.6**	$1,354.50	$1,395.10	$36.71	$1,422.20	$37.43	$1,464.90	$38.55	$1,482.30	$39.01	$1,526.80	$40.18	$1,543.00	$40.61	$1,589.30	$41.82	$1,739.20	$45.77
EN LEVEL 2 Diploma Year 5 (with 5 routes)	**IB72**	**EN 2.7**	$1,368.10	$1,409.10	$37.08	$1,436.40	$37.80	$1,479.50	$38.93	$1,497.10	$39.40	$1,542.00	$40.58	$1,558.30	$41.01	$1,605.00	$42.24	$1,756.40	$46.22
EN LEVEL 3 (SA)	**IB73**	**EN 3.1**	$1,436.60	$1,479.70	$38.94	$1,508.40	$39.69	$1,553.70	$40.89	$1,572.20	$41.37	$1,619.40	$42.62	$1,636.60	$43.07	$1,685.70	$44.36	$1,844.70	$48.54
EN LEVEL 3 (with 4 routes)	**IB74**	**EN 3.2**	$1,488.10	$1,532.70	$40.33	$1,562.40	$41.12	$1,609.30	$42.35	$1,628.50	$42.86	$1,677.40	$44.14	$1,695.20	$44.61	$1,746.10	$45.95	$1,910.80	$50.28
EN LEVEL 3 (with 5 routes)	**IB75**	**EN 3.3**	$1,512.20	$1,557.60	$40.99	$1,587.80	$41.78	$1,635.40	$43.04	$1,654.90	$43.55	$1,704.50	$44.86	$1,722.60	$45.33	$1,774.30	$46.69	$1,941.60	$51.09
RUSON YEAR 1	**YP12**	**RUSON 1**	$974.00	$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
REN				$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
RUSOM YEAR 1	**YP15**	**RUSOM 1**	$974.00	$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
RN G2 Y1 STUD M/WIFE	**YO1**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
RN G2 Y2 STUD M/WIFE	**YO2**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
RN G2 Y3 STUD M/WIFE	**YO3**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
RN G2 Y4 STUD M/WIFE	**YO4**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
RN G2 Y5 STUD M/WIFE	**YO5**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
RN G2 Y6 STUD M/WIFE	**YO6**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
RN G2 Y7 STUD M/WIFE	**YO7**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.29	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
RN G2 Y8 STUD M/WIFE	**YO8**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
RN GRADE 2 YEAR 1 (Grad Year)	**YP2**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
RN GRADE 2 YEAR 2	**YP3**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
RN GRADE 2 YEAR 3	**YP4**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
RN GRADE 2 YEAR 4	**YP5**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
RN GRADE 2 YEAR 5	**YP6**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
RN GRADE 2 YEAR 6	**YP7**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
RN GRADE 2 YEAR 7	**YP8**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.29	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
RN GRADE 2 YEAR 8	**YP9**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
MIDWIFE GR 2 YR 1 (Grad Year)	**YS12**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
MIDWIFE GR 2 YR 2	**YS2**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
MIDWIFE GR 2 YR 3	**YS3**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
MIDWIFE GR 2 YR 4	**YS4**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
MIDWIFE GR 2 YR 5	**YS5**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
MIDWIFE GR 2 YR 6	**YS6**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
MIDWIFE GR 2 YR 7	**YS7**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.28	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
MIDWIFE GR 2 YR 8	**YS8**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
Research Nurse Level 1 Year 1	**RN10**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
Research Nurse Level 1 Year 2	**RN11**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
Research Nurse Level 1 Year 3	**RN12**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
Research Nurse Level 1 Year 4	**RN13**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
Research Nurse Level 1 Year 5	**RN14**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
Research Nurse Level 1 Year 6	**RN15**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
Research Nurse Level 1 Year 7	**RN16**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.28	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
Research Nurse Level 1 Year 8	**RN17**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
Research Midwife Level 1 Year 1	**RN18**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
Research Midwife Level 1 Year 2	**RN19**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
Research Midwife Level 1 Year 3	**RN20**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
Research Midwife Level 1 Year 4	**RN21**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
Research Midwife Level 1 Year 5	**RN22**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
Research Midwife Level 1 Year 6	**RN23**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
Research Midwife Level 1 Year 7	**RN24**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.28	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
Research Midwife Level 1 Year 8	**RN25**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
Note - each of these is an entry level																			
DISTRICT NURSE Level 1	**YQ1**	**CN 2.1**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
DISTRICT NURSE Level 1	**YQ2**	**CN 2.2**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
DISTRICT NURSE Level 1	**YQ3**	**CN 2.3**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.28	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
DISTRICT NURSE Level 1	**YF4**	**CN 2.4**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
CLINICAL NURSE SPECIALIST	**YS9**	**CAPR 1**	$1,908.70	$1,966.00	$51.74	$2,004.10	$52.74	$2,064.20	$54.32	$2,088.80	$54.97	$2,151.50	$56.62	$2,174.30	$57.22	$2,239.50	$58.93	$2,450.70	$64.49
CLINICAL MIDWIFE SPECIALIST	**JC5**	**CAPR 1**	$1,908.70	$1,966.00	$51.74	$2,004.10	$52.74	$2,064.20	$54.32	$2,088.80	$54.97	$2,151.50	$56.62	$2,174.30	$57.22	$2,239.50	$58.93	$2,450.70	$64.49
CLIN SPEC STUD MIDW	**RN26**	**CAPR 1**	$1,908.70	$1,966.00	$51.74	$2,004.10	$52.74	$2,064.20	$54.32	$2,088.80	$54.97	$2,151.50	$56.62	$2,174.30	$57.22	$2,239.50	$58.93	$2,450.70	$64.49
DISTRICT NURSE Level 2	**YU1**	**CN 3**	$1,912.30	$1,969.70	$51.83	$2,007.91	$52.84	$2,068.10	$54.42	$2,092.70	$55.07	$2,155.50	$56.72	$2,178.30	$57.32	$2,243.60	$59.04	$2,455.20	$64.61
COMM HLTH NURSE	**ZJ1**	**CN 4**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
COMM HLTH MIDWIFE	**RN27**	**CN 4**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
Clinical Support Nurse	**RN28**	**QRED 1**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
Clinical Support Midwife	**RN29**	**QRED 1**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
OCC HEALTH NURSE SOLE/SUPER	**YV7**	**QRED 1**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
Research Nurse Level 2	**YU13**	**QRED 1**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
HITH/PAC NURSE Level 1	**YU15**	**CAPR 2**	$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
ANUM YEAR 1	**YW11**	**NM 1.1**	$2,054.50	$2,116.10	$55.69	$2,157.20	$56.77	$2,221.90	$58.47	$2,248.30	$59.17	$2,315.70	$60.94	$2,340.20	$61.58	$2,410.40	$63.43	$2,637.70	$69.41
ANUM YEAR 2	**YW12**	**NM 1.2**	$2,123.70	$2,187.40	$57.56	$2,229.80	$58.68	$2,296.70	$60.44	$2,324.00	$61.16	$2,393.70	$62.99	$2,419.10	$63.66	$2,491.70	$65.57	$2,726.70	$71.76
AMUM YEAR 1	**RN30**	**NM 1.1**	$2,054.50	$2,116.10	$55.69	$2,157.20	$56.77	$2,221.90	$58.47	$2,248.30	$59.17	$2,315.70	$60.94	$2,340.20	$61.58	$2,410.40	$63.43	$2,637.70	$69.41
AMUM YEAR 2	**RN31**	**NM 1.2**	$2,123.70	$2,187.40	$57.56	$2,229.80	$58.68	$2,296.70	$60.44	$2,324.00	$61.16	$2,393.70	$62.99	$2,419.10	$63.66	$2,491.70	$65.57	$2,726.70	$71.76
COMM HLTH NURSE (sole)	**YW7**	**CN 5**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
COMM HLTH MIDWIFE (sole)	**RN32**	**CN 5**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
No Lift Co-ordinator	**RN33**	**QRED 2**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
AST SUPER DISTRICT NURSING	**YX7**	**CN 5**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
CLIN COORD DISTRICT NURSING	**YY4**	**CN 5**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
LIAIS OFF DISTRICT NURSING	**YY7**	**CN 5**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
CLIN NURSE CONS A	**ZF4**	**CAPR 3.1**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
CLIN MIDWIFE CONS A	**RN34**	**CAPR 3.1**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
HITH/PAC NURSE Level 2	**YW15**	**CAPR 3.1**	$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
Educator (major)	**RN35**	**QRED 3**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
COMM HLTH (in-charge)	**ZA1**	**CN 6**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
MAT&CHILD NURSE STUDENT						$2,180.00	$57.37	$2,245.50	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
MAT&CHILD NURSE	**ZJ5**	**CAPR 3.2**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
CLIN NURSE CONS B	**ZJ4**	**CAPR 3.2**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
CLIN MIDWIFE CONS B	**RN36**	**CAPR 3.2**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
Level 3 Research Nurse	**YX13**	**QRED 3**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
Level 3 Research Midwife	**RN37**	**QRED 3**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
NURSE UNIT MANAGER Level 1	**NM10**	**NM 2**	$2,339.30	$2,409.50	$63.41	$2,456.20	$64.64	$2,529.90	$66.58	$2,560.00	$67.37	$2,636.80	$69.39	$2,664.80	$70.13	$2,744.70	$72.23	$3,003.50	$79.04
NURSE UNIT MANAGER Level 1	**NM10**	**NM 2**	$2,339.30	$2,409.50	$63.41	$2,456.20	$64.64	$2,529.90	$66.58	$2,560.00	$67.37	$2,636.80	$69.39	$2,664.80	$70.13	$2,744.70	$72.23	$3,003.50	$79.04
NURSE UNIT MANAGER Level 2	**NM11**	**NM 3**	$2,424.50	$2,497.20	$65.72	$2,545.60	$66.99	$2,622.00	$69.00	$2,653.20	$69.82	$2,732.80	$71.92	$2,761.80	$72.68	$2,844.70	$74.86	$3,113.00	$81.92
NURSE UNIT MANAGER Level 3	**NM12**	**NM 4**	$2,509.80	$2,585.10	$68.03	$2,635.30	$69.35	$2,714.40	$71.43	$2,746.70	$72.28	$2,829.10	$74.45	$2,859.10	$75.24	$2,944.90	$77.50	$3,222.60	$84.81
MIDWIFE UNIT MANAGER Level 1	**RN38**	**NM 2**	$2,339.30	$2,409.50	$63.41	$2,456.20	$64.64	$2,529.90	$66.58	$2,560.00	$67.37	$2,636.80	$69.39	$2,664.80	$70.13	$2,744.70	$72.23	$3,003.50	$79.04
MIDWIFE UNIT MANAGER Level 2	**RN39**	**NM 3**	$2,424.50	$2,497.20	$65.72	$2,545.60	$66.99	$2,622.00	$69.00	$2,653.20	$69.82	$2,732.80	$71.92	$2,761.80	$72.68	$2,844.70	$74.86	$3,113.00	$81.92
MIDWIFE UNIT MANAGER Level 3	**RN40**	**NM 4**	$2,509.80	$2,585.10	$68.03	$2,635.30	$69.35	$2,714.40	$71.43	$2,746.70	$72.28	$2,829.10	$74.45	$2,859.10	$75.24	$2,944.90	$77.50	$3,222.60	$84.81
CLIN NURSE CONS C Year 1	**ZA7**	**CAPR 4.1**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
CLIN NURSE CONS C Year 2	**ZA8**	**CAPR 4.2**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
CLIN MIDWIFE CONS C Year 1	**RN41**	**CAPR 4.1**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
CLIN MIDWIFE CONS C Year 2	**RN42**	**CAPR 4.2**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
CLIN LIAISON NURSE Year 1	**RN43**	**CAPR 4.1**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
CLIN LIAISON NURSE Year 2	**RN44**	**CAPR 4.2**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
ADON/M Level 1	**RN45**	**NM 5B**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
ADON/M Level 2	**RN46**	**NM 5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
Nurse/Midwife Manager not elsewhere classified	**ZB4**	**NM5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
ADON GROUP (7B or 8D campus)	**ZB7**	**NM 5D**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
ADON GROUP (7A or 8C campus)	**ZB8**	**NM 5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
ADON GROUP (8B campus)	**ZB9**	**NM 5B**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
ADON GROUP (8A campus)	**ZC1**	**NM 5A**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22
After Hours Coordinator (7B or 8D campus)	**ZC4**	**NM 5D**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
After Hours Coordinator (7A or 8C campus)	**ZC5**	**NM 5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
After Hours Coordinator (8B campus)	**ZC6**	**NM 5B**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
After Hours Coordinator (8A campus)	**ZC7**	**NM 5A**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22
Educator-Course / Phase / Inservice / Continuing Education Year 1	**XB1**	**QRED 4.2**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
Educator-Course / Phase / Inservice / Continuing Education Year 2	**XB2**	**QRED 4.3**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
Level 4 Research Nurse Year 1	**RN47**	**QRED 4.2**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
Level 4 Research Nurse Year 2	**RN48**	**QRED 4.3**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
Level 4 Research Midwife Year 1	**RN49**	**QRED 4.2**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
Level 4 Research Midwife Year 2	**RN50**	**QRED 4.3**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
DAY HOS COORD Level 1	**ZP4**	**NM 5D**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
DAY HOS COORD Level 2	**RN51**	**NM 5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
MAT&CHILD NURSE COORDINATOR	**RN52**	**NM 5C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
CLIN NURSE CONS D	**ZE4**	**CAPR 5**	$2,731.90	$2,813.90	$74.05	$2,868.50	$75.49	$2,954.60	$77.75	$2,989.80	$78.68	$3,079.50	$81.04	$3,112.10	$81.90	$3,205.50	$84.36	$3,507.80	$92.31
CLIN MIDWIFE CONS D	**RN53**	**CAPR 5**	$2,731.90	$2,813.90	$74.05	$2,868.50	$75.49	$2,954.60	$77.75	$2,989.80	$78.68	$3,079.50	$81.04	$3,112.10	$81.90	$3,205.50	$84.36	$3,507.80	$92.31
Deputy Director of Nursing (7B or 8D campus)	**ZE6**	**NM 6D**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
Deputy Director of Nursing (7A or 8C campus)	**ZE7**	**NM 6C**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22
Deputy Director of Nursing (8B campus)	**ZE9**	**NM 6B**	$2,731.90	$2,813.90	$74.05	$2,868.50	$75.49	$2,954.60	$77.75	$2,989.80	$78.68	$3,079.50	$81.04	$3,112.10	$81.90	$3,205.50	$84.36	$3,507.80	$92.31
Deputy Director of Nursing (8A campus)	**ZF2**	**NM 6A**	$3,168.90	$3,264.00	$85.89	$3,327.30	$87.56	$3,427.10	$90.19	$3,467.90	$91.26	$3,571.90	$94.00	$3,609.80	$94.99	$3,718.10	$97.84	$4,068.70	$107.07
PRINCIPAL EDUCATOR (7B or 8D campus)	**ZF5**	**QRED 5D**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
PRINCIPAL EDUCATOR (7A or 8C campus)	**ZF6**	**QRED 5C**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
PRINCIPAL EDUCATOR (8B campus)	**ZF8**	**QRED 5B**	$2,731.90	$2,813.90	$74.05	$2,868.50	$75.49	$2,954.60	$77.75	$2,989.80	$78.68	$3,079.50	$81.04	$3,112.10	$81.90	$3,205.50	$84.36	$3,507.80	$92.31
PRINCIPAL EDUCATOR (8A campus)	**ZG1**	**QRED 5A**	$3,168.90	$3,264.00	$85.89	$3,327.30	$87.56	$3,427.10	$90.19	$3,467.90	$91.26	$3,571.90	$94.00	$3,609.80	$94.99	$3,718.10	$97.84	$4,068.70	$107.07
D/P Educator (7B or 8D campus)	**RN54**	**QRED 4D**	$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
D/P Educator (7A or 8C campus)	**RN55**	**QRED 4C**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
D/P Educator (8B campus)	**RN56**	**QRED 4B**	$2,349.30	$2,419.80	$63.68	$2,466.70	$64.91	$2,540.70	$66.86	$2,570.90	$67.66	$2,648.00	$69.68	$2,676.10	$70.42	$2,756.40	$72.54	$3,016.30	$79.38
D/P Educator (8A campus)	**RN57**	**QRED 4A**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22
DIV/CLINICAL DIRECTOR (7B or 8D health service)	**RN58**	**NM 6D**	$2,294.70	$2,363.50	$62.20	$2,409.40	$63.41	$2,481.70	$65.31	$2,511.20	$66.08	$2,586.50	$68.07	$2,613.90	$68.79	$2,692.30	$70.85	$2,946.20	$77.53
DIV/CLINICAL DIRECTOR (7A or 8C health service)	**RN59**	**NM 6C**	$2,404.00	$2,476.10	$65.16	$2,524.10	$66.42	$2,599.80	$68.42	$2,630.70	$69.23	$2,709.60	$71.31	$2,738.30	$72.06	$2,820.40	$74.22	$3,086.40	$81.22
DIV/CLINICAL DIRECTOR (8B health service)	**RN60**	**NM 6B**	$2,731.90	$2,813.90	$74.05	$2,868.50	$75.49	$2,954.60	$77.75	$2,989.80	$78.68	$3,079.50	$81.04	$3,112.10	$81.90	$3,205.50	$84.36	$3,507.80	$92.31
DIV/CLINICAL DIRECTOR (8A health service)	**RN61**	**NM 6A**	$3,168.90	$3,264.00	$85.89	$3,327.30	$87.56	$3,427.10	$90.19	$3,467.90	$91.26	$3,571.90	$94.00	$3,609.80	$94.99	$3,718.10	$97.84	$4,068.70	$107.07
NURSE PRACTITIONER Candidate	**RN62**		TO BE PAID THEIR SUBSTANTIVE SALARY																
NURSE PRACTITIONER YR 1	**NO1**	**CAPR 7.1**	$2,546.50	$2,622.90	$69.02	$2,673.80	$70.36	$2,754.00	$72.47	$2,786.80	$73.34	$2,870.40	$75.54	$2,900.80	$76.34	$2,987.80	$78.63	$3,269.50	$86.04
NURSE PRACTITIONER YR 2	**NO2**	**CAPR 7.2**	$2,594.90	$2,672.70	$70.33	$2,724.60	$71.70	$2,806.30	$73.85	$2,839.70	$74.73	$2,924.90	$76.97	$2,955.90	$77.79	$3,044.60	$80.12	$3,331.70	$87.68
CLIN NURSE CONS E	**ZG6**	**CAPR 6**	$2,863.00	$2,948.90	$77.60	$3,006.10	$79.11	$3,096.30	$81.48	$3,133.10	$82.45	$3,227.10	$84.92	$3,261.30	$85.82	$3,359.10	$88.40	$3,675.90	$96.73
CLIN MIDWIFE CONS E	**RN63**	**CAPR 6**	$2,863.00	$2,948.90	$77.60	$3,006.10	$79.11	$3,096.30	$81.48	$3,133.10	$82.45	$3,227.10	$84.92	$3,261.30	$85.82	$3,359.10	$88.40	$3,675.90	$96.73
Campus DON of Group 7B campus	**RN64**	**NM 7B**	$2,513.30	$2,588.70	$68.12	$2,638.90	$69.44	$2,718.10	$71.53	$2,750.40	$72.38	$2,832.90	$74.55	$2,862.90	$75.34	$2,948.80	$77.60	$3,367.30	$88.61
Campus DON of Group 8D campus	**RN65**	**NM 8D**	$2,513.30	$2,588.70	$68.12	$2,638.90	$69.44	$2,718.10	$71.53	$2,750.40	$72.38	$2,832.90	$74.55	$2,862.90	$75.34	$2,948.80	$77.60	$3,367.30	$88.61
Campus DON of Group 7A campus	**RN66**	**NM 7A**	$2,622.60	$2,701.30	$71.09	$2,753.70	$72.47	$2,836.30	$74.64	$2,870.10	$75.53	$2,956.20	$77.79	$2,987.50	$78.62	$3,077.10	$80.98	$3,367.30	$88.61
Campus DON of Group 8C campus	**RN67**	**NM 8C**	$2,622.60	$2,701.30	$71.09	$2,753.70	$72.47	$2,836.30	$74.64	$2,870.10	$75.53	$2,956.20	$77.79	$2,987.50	$78.62	$3,077.10	$80.98	$3,367.30	$88.61
Campus DON of Group 8B campus	**RN68**	**NM 8B**	$2,863.00	$2,948.90	$77.60	$3,006.10	$79.11	$3,096.30	$81.48	$3,133.10	$82.45	$3,227.10	$84.92	$3,261.30	$85.82	$3,359.10	$88.40	$3,675.90	$96.73
Campus DON of Group 8A campus	**RN69**	**NM 8A**	$3,433.10	$3,536.10	$93.06	$3,604.70	$94.86	$3,712.80	$97.71	$3,757.00	$98.87	$3,869.70	$101.83	$3,910.70	$102.91	$4,028.00	$106.00	$4,407.80	$115.99
Executive DON Group C health service	**RN72**	**NM 9C**	$2,863.00	$2,948.90	$77.60	$3,006.10	$79.11	$3,096.30	$81.48	$3,133.10	$82.45	$3,227.10	$84.92	$3,261.30	$85.82	$3,359.10	$88.40	$3,675.90	$96.73
Executive DON Group B health service	**RN71**	**NM 9B**	$3,059.60	$3,151.40	$82.93	$3,212.50	$84.54	$3,308.90	$87.08	$3,348.30	$88.11	$3,448.70	$90.76	$3,485.30	$91.72	$3,589.90	$94.47	$3,928.40	$103.38
Executive DON Group A health service	**RN70**	**NM 9A**	$3,806.60	$3,920.80	$103.18	$3,996.90	$105.18	$4,116.80	$108.34	$4,165.80	$109.63	$4,290.80	$112.92	$4,336.30	$114.11	$4,466.40	$117.54	$4,887.60	$128.62

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
BANK RUSON			$974.00	$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
BANK RUSOM			$974.00	$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
BANK RENS			$974.00	$1,003.20	$26.40	$1,243.70	$32.73	$1,281.00	$33.71	$1,281.00	$33.71	$1,319.40	$34.72	$1,319.50	$34.72	$1,359.10	$35.77	$1,359.10	$35.77
BANK RN GRADE 2 YR 1	**ZU3**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
BANK RN GRADE 2 YR 2	**ZU4**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
BANK RN GRADE 2 YR 3	**ZU5**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
BANK RN GRADE 2 YR 4	**ZU6**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
BANK RN GRADE 2 YR 5	**ZU7**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
BANK RN GRADE 2 YR 6	**ZU8**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
BANK RN GRADE 2 YR 7	**ZU10**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.29	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
BANK RN GRADE 2 YR 8	**ZU11**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
BANK MIDWIFE GRADE 2 YR 1	**RN73**	**RN/M 1**	$1,298.60	$1,337.60	$35.20	$1,526.00	$40.16	$1,571.80	$41.36	$1,571.80	$41.36	$1,619.00	$42.61	$1,619.00	$42.61	$1,667.60	$43.88	$1,667.60	$43.88
BANK MIDWIFE GRADE 2 YR 2	**RN74**	**RN/M 2**	$1,371.80	$1,413.00	$37.18	$1,564.70	$41.18	$1,611.60	$42.41	$1,616.50	$42.54	$1,665.00	$43.82	$1,669.60	$43.94	$1,719.70	$45.26	$1,761.40	$46.35
BANK MIDWIFE GRADE 2 YR 3	**RN75**	**RN/M 3**	$1,444.90	$1,488.20	$39.16	$1,609.60	$42.36	$1,657.90	$43.63	$1,667.00	$43.87	$1,717.00	$45.18	$1,725.40	$45.41	$1,777.20	$46.77	$1,855.30	$48.82
BANK MIDWIFE GRADE 2 YR 4	**RN76**	**RN/M 4**	$1,523.30	$1,569.00	$41.29	$1,658.90	$43.66	$1,708.70	$44.97	$1,722.20	$45.32	$1,773.90	$46.68	$1,786.30	$47.01	$1,839.90	$48.42	$1,956.00	$51.47
BANK MIDWIFE GRADE 2 YR 5	**RN77**	**RN/M 5**	$1,601.20	$1,649.20	$43.40	$1,714.80	$45.13	$1,766.20	$46.48	$1,783.40	$46.93	$1,836.90	$48.34	$1,852.90	$48.76	$1,908.50	$50.22	$2,056.00	$54.11
BANK MIDWIFE GRADE 2 YR 6	**RN78**	**RN/M 6**	$1,677.00	$1,727.30	$45.46	$1,771.00	$46.61	$1,824.10	$48.00	$1,844.70	$48.54	$1,900.00	$50.00	$1,919.10	$50.50	$1,976.70	$52.02	$2,153.30	$56.67
BANK MIDWIFE GRADE 2 YR 7	**RN79**	**RN/M 7**	$1,762.70	$1,815.60	$47.78	$1,850.80	$48.71	$1,906.30	$50.17	$1,910.90	$50.29	$1,968.20	$51.79	$1,972.80	$51.92	$2,032.00	$53.47	$2,263.40	$59.56
BANK MIDWIFE GRADE 2 YR 8	**RN80**	**RN/M 8**	$1,834.20	$1,889.20	$49.72	$1,925.90	$50.68	$1,983.70	$52.20	$2,007.30	$52.82	$2,067.50	$54.41	$2,089.40	$54.98	$2,152.10	$56.63	$2,355.00	$61.97
BANK CLIN NURS SPEC	**ZU9**		$1,908.70	$1,966.00	$51.74	$2,004.10	$52.74	$2,064.20	$54.32	$2,088.80	$54.97	$2,151.50	$56.62	$2,174.30	$57.22	$2,239.50	$58.93	$2,450.70	$64.49
BANK CLIN MIDW SPEC	**RN81**		$1,908.70	$1,966.00	$51.74	$2,004.10	$52.74	$2,064.20	$54.32	$2,088.80	$54.97	$2,151.50	$56.62	$2,174.30	$57.22	$2,239.50	$58.93	$2,450.70	$64.49
RN BANK ANUM YEAR 1	**ZU14**		$2,054.50	$2,116.10	$55.69	$2,157.20	$56.77	$2,221.90	$58.47	$2,248.30	$59.17	$2,315.70	$60.94	$2,340.20	$61.58	$2,410.40	$63.43	$2,637.70	$69.41
RN BANK ANUM YEAR 2	**ZU15**		$2,123.70	$2,187.40	$57.56	$2,229.80	$58.68	$2,296.70	$60.44	$2,324.03	$61.16	$2,393.80	$62.99	$2,419.20	$63.66	$2,491.80	$65.57	$2,726.70	$71.76
RN BANK AMUM YEAR 1	**RN82**		$2,054.50	$2,116.10	$55.69	$2,157.20	$56.77	$2,221.90	$58.47	$2,248.30	$59.17	$2,315.70	$60.94	$2,340.20	$61.58	$2,410.40	$63.43	$2,637.70	$69.41
RN BANK AMUM YEAR 2	**RN83**		$2,123.70	$2,187.40	$57.56	$2,229.80	$58.68	$2,296.70	$60.44	$2,324.00	$61.16	$2,393.70	$62.99	$2,419.10	$63.66	$2,491.70	$65.57	$2,726.70	$71.76
Bank Research Nurse Level 2	**ZU25**		$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
Bank Research Midwife Level 2	**RN84**		$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
BANK HITH/PAC Level 1	**ZU27**		$1,966.90	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.10	$58.34	$2,240.60	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
BANK HITH/PAC Level 2	**ZU33**		$2,076.20	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.10	$64.11	$2,665.80	$70.15
Bank Research Nurse Level 3	**ZU37**		$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
Bank Research Midwife Level 3	**RN85**		$2,185.50	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.70	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
BANK EN LEVEL 1 Year 1	**IB76**	**EN 1.1**	$1,145.90	$1,180.30	$31.06	$1,203.20	$31.66	$1,239.30	$32.61	$1,254.00	$33.00	$1,291.60	$33.99	$1,305.30	$34.35	$1,344.50	$35.38	$1,471.30	$38.72

CLASSIFICATION	CODE	GRADE	Current	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/05/26 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
BANK EN LEVEL 1 Year 2	**IB77**	**EN 1.2**	$1,169.40	$1,204.50	$31.70	$1,227.90	$32.31	$1,264.70	$33.28	$1,279.70	$33.68	$1,318.10	$34.69	$1,332.10	$35.06	$1,372.10	$36.11	$1,501.50	$39.51
BANK EN LEVEL 1 Year 3	**IB78**	**EN 1.3**	$1,192.50	$1,228.30	$32.32	$1,252.10	$32.95	$1,289.70	$33.94	$1,305.00	$34.34	$1,344.20	$35.37	$1,358.40	$35.75	$1,399.20	$36.82	$1,531.10	$40.29
BANK EN LEVEL 1 Year 4	**IB79**	**EN 1.4**	$1,216.20	$1,252.70	$32.97	$1,277.00	$33.61	$1,315.30	$34.61	$1,331.00	$35.03	$1,370.90	$36.08	$1,385.40	$36.46	$1,427.00	$37.55	$1,561.60	$41.09
BANK EN LEVEL 1 Year 5	**IB80**	**EN 1.5**	$1,262.80	$1,300.70	$34.23	$1,325.90	$34.89	$1,365.70	$35.94	$1,382.00	$36.37	$1,423.50	$37.46	$1,438.60	$37.86	$1,481.80	$38.99	$1,621.50	$42.67
BANK EN LEVEL 1 Year 6	**IB81**	**EN 1.6**	$1,301.90	$1,341.00	$35.29	$1,367.00	$35.97	$1,408.00	$37.05	$1,424.80	$37.49	$1,467.50	$38.62	$1,483.10	$39.03	$1,527.60	$40.20	$1,671.70	$43.99
BANK EN LEVEL 2 Cert IV Year 1	**IB82**	**EN 2.1**	$1,230.60	$1,267.50	$33.36	$1,292.10	$34.00	$1,330.90	$35.02	$1,346.70	$35.44	$1,387.10	$36.50	$1,401.80	$36.89	$1,443.90	$38.00	$1,580.10	$41.58
BANK EN LEVEL 2 Cert IV Year 2	**IB83**	**EN 2.2**	$1,258.00	$1,295.70	$34.10	$1,320.80	$34.76	$1,360.40	$35.80	$1,376.60	$36.23	$1,417.90	$37.31	$1,432.90	$37.71	$1,475.90	$38.84	$1,615.10	$42.50
BANK EN LEVEL 2 Cert IV Year 3	**IB96**	**EN 2.3**	$1,285.70	$1,324.30	$34.85	$1,350.00	$35.53	$1,390.50	$36.59	$1,407.00	$37.03	$1,449.20	$38.14	$1,464.60	$38.54	$1,508.50	$39.70	$1,650.80	$43.44
BANK EN LEVEL 2 Cert IV Year 4	**IB97**	**EN 2.4**	$1,313.10	$1,352.50	$35.59	$1,378.70	$36.28	$1,420.10	$37.37	$1,437.00	$37.82	$1,480.10	$38.95	$1,495.80	$39.36	$1,540.70	$40.54	$1,686.00	$44.37
BANK EN LEVEL 2 Cert IV Year 5	**IB98**	**EN 2.5**	$1,340.50	$1,380.70	$36.33	$1,407.50	$37.04	$1,449.70	$38.15	$1,467.00	$38.61	$1,511.00	$39.76	$1,527.00	$40.18	$1,572.80	$41.39	$1,721.10	$45.29
BANK EN LEVEL 2 Cert IV Year 6	**IB99**	**EN 2.6**	$1,354.50	$1,395.10	$36.71	$1,422.20	$37.43	$1,464.90	$38.55	$1,482.30	$39.01	$1,526.80	$40.18	$1,543.00	$40.61	$1,589.30	$41.82	$1,739.20	$45.77
BANK EN LEVEL 2 Diploma Year 1	**IB84**	**EN 2.3**	$1,285.70	$1,324.30	$34.85	$1,350.00	$35.53	$1,390.50	$36.59	$1,407.00	$37.03	$1,449.20	$38.14	$1,464.60	$38.54	$1,508.50	$39.70	$1,650.80	$43.44
BANK EN LEVEL 2 Diploma Year 2	**IB85**	**EN 2.4**	$1,313.10	$1,352.50	$35.59	$1,378.70	$36.28	$1,420.10	$37.37	$1,437.00	$37.82	$1,480.10	$38.95	$1,495.80	$39.36	$1,540.70	$40.54	$1,686.00	$44.37
BANK EN LEVEL 2 Diploma Year 3	**IB86**	**EN 2.5**	$1,340.50	$1,380.70	$36.33	$1,407.50	$37.04	$1,449.70	$38.15	$1,467.00	$38.61	$1,511.00	$39.76	$1,527.00	$40.18	$1,572.80	$41.39	$1,721.10	$45.29
BANK EN LEVEL 2 Diploma Year 4	**IB87**	**EN 2.6**	$1,354.50	$1,395.10	$36.71	$1,422.20	$37.43	$1,464.90	$38.55	$1,482.30	$39.01	$1,526.80	$40.18	$1,543.00	$40.61	$1,589.30	$41.82	$1,739.20	$45.77
BANK EN LEVEL 2 Diploma Year 5 (with 5 routes)	**IB88**	**EN 2.7**	$1,368.10	$1,409.10	$37.08	$1,436.40	$37.80	$1,479.50	$38.93	$1,497.10	$39.40	$1,542.00	$40.58	$1,558.30	$41.01	$1,605.00	$42.24	$1,756.40	$46.22
BANK EN LEVEL 3 (with SA)	**IB89**	**EN 3.1**	$1,436.60	$1,479.70	$38.94	$1,508.40	$39.69	$1,553.70	$40.89	$1,572.20	$41.37	$1,619.40	$42.62	$1,636.60	$43.07	$1,685.70	$44.36	$1,844.70	$48.54
BANK EN LEVEL 3 (4 routes)	**IB90**	**EN 3.2**	$1,488.10	$1,532.70	$40.33	$1,562.40	$41.12	$1,609.30	$42.35	$1,628.50	$42.86	$1,677.40	$44.14	$1,695.20	$44.61	$1,746.10	$45.95	$1,910.80	$50.28
BANK EN LEVEL 3 (with 5 routes)	**IB91**	**EN 3.4**	$1,512.20	$1,557.60	$40.99	$1,587.80	$41.78	$1,635.40	$43.04	$1,654.90	$43.55	$1,704.50	$44.86	$1,722.60	$45.33	$1,774.30	$46.69	$1,941.60	$51.09

PART 2 – ALLOWANCES

ALLOWANCE		Current	17/05/2024	15/06/2024 3%	FFPPOOA 1/07/2024 1.94%	FFPPOOA 12/5/2025 Variable% / 3%	FFPPOOA 24/11/2025 1.19%	FFPPOOA 11/05/2026 3%	FFPPOOA 23/11/2026 1.06%	FFPPOOA 10/05/2027 3%	FFPPOOA 1 July 2027	FFPPOOA 17/4/2028 9.43%
Shift Allowance		$										
	Morning shift	$32.50		$33.50	$34.10	$35.10	$35.50	$36.60	$37.00	$38.10		$41.70
	Afternoon shift	$32.50		$33.50	$34.10	$35.10	$35.50	$36.60	$37.00	$38.10		$41.70
	Night Shift (Non-Casual) Mon-Thur	$89.90		$92.60	$94.40	$109.40	$110.70	$114.00	$115.20	$118.70		$129.90
	Night Shift (Non-Casual) Fri-Sat	$89.90		$92.60	$94.40	$121.50	$122.90	$126.60	$127.90	$131.70		$144.10
	Night Shift (Non-Casual) Sunday	$154.63		$159.30	$162.40	$188.20	$190.40	$196.10	$198.20	$204.10		$223.30
	Night Shift (Casuals only)	$89.90		$92.60	$94.40	$97.20	$98.40	$101.40	$102.50	$105.60		$115.60
	Change of Shift (ENs Only)	$46.90		$48.30	$49.25	$50.75	$51.70	$53.25	$53.80	$55.40		$60.60
On Call Allowance - Mon-Fri		$72.20	$77.20	$79.50	$81.00	$83.40	$84.40	$86.90	$87.80	$90.40		$98.90
On Call Allowance - Saturday		$72.20	$115.80	$119.30	$121.60	$125.20	$126.70	$130.50	$131.90	$135.90		$148.70
On Call Allowance - Sunday and Weekday PH		$72.20	$135.10	$139.20	$141.90	$146.20	$147.90	$152.30	$153.90	$158.50		$173.40
On Call Allowance - Weekend Public Holidays		$72.20	$202.70	$208.80	$212.90	$ 219.30	$221.90	$228.60	$231.00	$237.90		$260.30
Change of Roster Allowance (14 days)		$36.10		$37.20	$37.90	$39.00	$39.50	$40.70	$41.10	$42.30		$46.30
Change of Roster Allowance (7 days)		$72.20		$74.40	$75.80	$78.10	$79.00	$81.40	$82.30	$84.80		$92.80
Change of Ward Allowance		$36.10		$37.20	$37.90	$39.00	$39.50	$40.70	$41.10	$42.30		$46.30
Sole Midwife		$58.10		$59.80	$61.00	$62.80	$63.50	$65.40	$66.10	$68.10		$74.50
RIPRN Allowance		$57.80		$59.50	$60.70	$62.50	$63.20	$65.10	$65.80	$67.80		$74.20
Endorsed Midwife		$93.90		$96.70	$98.60	$101.60	$102.80	$105.90	$107.00	$110.20		$120.60
RN/Midwife Hospital / Grad Certificate		$57.80		$59.50	$60.70	$62.50	$63.20	$65.10	$65.80	$67.80	$101.70	$111.30
RN/Midwife Post Grad Diploma or Degree		$93.90		$96.70	$98.60	$101.60	$102.80	$105.90	$107.00	$110.20	$165.30	$180.90
RN/Midwife Masters		$108.40		$111.70	$113.90	$117.30	$118.70	$122.30	$123.60	$127.30	$191.00	$209.00
RN/Midwife PhD		$144.50		$148.80	$151.70	$156.30	$158.20	$162.90	$164.60	$169.50	$254.30	$278.30
Cert IV TAE Allowance		$50.57		$52.10	$53.10	$54.70	$55.40	$57.10	$57.70	$59.40	$89.10	$97.50
EN 6 MONTH COURSE		$52.10		$53.70	$54.70	$56.30	$57.00	$58.70	$59.30	$61.10	$91.70	$100.30
EN 12 MONTH COURSE		$97.60		$100.50	$102.40	$105.50	$106.80	$110.00	$111.20	$114.50	$171.80	$188.00
Uniform Allowance		$2.00		$2.06	$2.10	$2.16	$2.19	$2.25	$2.28	$2.35		$2.57
		$9.86		$10.16	$10.35	$10.66	$10.79	$11.11	$11.23	$11.57		$12.66

ALLOWANCE		Current	17/05/2024	15/06/2024 3%	FFPPOOA 1/07/2024 1.94%	FFPPOOA 12/5/2025 Variable% / 3%	FFPPOOA 24/11/2025 1.19%	FFPPOOA 11/05/2026 3%	FFPPOOA 23/11/2026 1.06%	FFPPOOA 10/05/2027 3%	FFPPOOA 1 July 2027	FFPPOOA 17/4/2028 9.43%
Laundry Allowance		$0.53		$0.55	$0.56	$0.57	$0.58	$0.60	$0.60	$0.62		$0.68
		$2.68		$2.76	$2.81	$2.90	$2.93	$3.02	$3.05	$3.14		$3.44
Hyperbaric Allowance		$85.08		$87.60	$89.30	$92.00	$93.10	$95.90	$96.90	$99.80		$109.20
Lead Apron Allowance		$8.74		$9.00	$9.20	$9.50	$9.60	$9.90	$10.00	$10.30		$11.30
Vehicle Allowance	Motor Cars (5 or more cylinders)	$1.37		$1.41	$1.44	$1.48	$1.50	$1.54	$1.56	$1.61		$1.76
	(less than 5 cylinders, electric cars)	$1.13		$1.16	$1.19	$1.22	$1.24	$1.27	$1.29	$1.33		$1.45
	Motor Cycles (250cc & over)	$0.65		$0.67	$0.68	$0.70	$0.71	$0.73	$0.74	$0.76		$0.83
	(under 250cc)	$0.51		$0.53	$0.54	$0.55	$0.56	$0.57	$0.58	$0.60		$0.65
	Bicycles	$0.13		$0.13	$0.14	$0.14	$0.14	$0.15	$0.15	$0.15		$0.17
	Minimum payment per occasion	$0.77		$0.79	$0.81	$0.83	$0.84	$0.87	$0.88	$0.90		$0.99
Meal Allowance	Meal Allowance A	$14.74		$15.18	$15.48	$15.94	$16.13	$16.61	$16.79	$17.29		$18.93
	Meal Allowance B	$11.78		$12.13	$12.37	$12.74	$12.89	$13.28	$13.42	$13.82		$15.12
MAXIMUM LEAVE LOADING												
Weekly Salary Exceeds		$2,294.70		$2,363.50	$2,409.40	$2,481.70	$2,511.20	$2,586.50	$2,613.90	$2,692.30		$2,946.20
Loading Amount		$1,606.30		$2,068.10	$2,108.20	$2,171.50	$2,197.30	$2,263.20	$2,287.20	$2,355.80		$2,577.90

APPENDIX 2B – Holdings Pay codes

These pay codes do not align with a classification contained in this Agreement and are included only for the purposes of transition of existing Employees translating to a different classification on or after the commencement of this Agreement.

CLASSIFICATION	CODE	On and from 15/06/2024 3%	Indicative Hourly Rate	FFPPOA 1/07/2024 1.94%	Indicative Hourly Rate	FFPPOOA 12/5/2025 3%	Indicative Hourly Rate	On and from 29/11/2025 1.19%	Indicative Hourly Rate	FFPPOOA 11/5/2026 3%	Indicative Hourly Rate	On and from 30/11/2026 1.06%	Indicative Hourly Rate	FFPPOOA 10/05/2027 3%	Indicative Hourly Rate	On and from 29/11/2027 9.43%	Indicative Hourly Rate
RN G3A Y1 MIDWIFE	**JC6**	$1,969.70	$51.83	$2,007.90	$52.84	$2,068.10	$54.42	$2,092.70	$55.07	$2,155.50	$56.72	$2,178.40	$57.33	$2,243.70	$59.04	$2,455.30	$64.61
RN BANK G3A Y1	**ZU19**	$1,969.70	$51.83	$2,007.90	$52.84	$2,068.10	$54.42	$2,092.70	$55.07	$2,155.50	$56.72	$2,178.40	$57.33	$2,243.70	$59.04	$2,455.30	$64.61
RN G3A Y1	**YT11**	$1,969.70	$51.83	$2,007.90	$52.84	$2,068.10	$54.42	$2,092.70	$55.07	$2,155.50	$56.72	$2,178.40	$57.33	$2,243.70	$59.04	$2,455.30	$64.61
RN G3B Y1 MIDWIFE	**JC8**	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.00	$58.34	$2,240.50	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
RN G3B Y1	**YU11**	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.00	$58.34	$2,240.50	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
RN BANK G3B Y1	**ZU23**	$2,025.90	$53.31	$2,065.20	$54.35	$2,127.20	$55.98	$2,152.50	$56.64	$2,217.00	$58.34	$2,240.50	$58.96	$2,307.80	$60.73	$2,525.40	$66.46
RN G4A Y1	**YW17**	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.00	$64.11	$2,665.80	$70.15
RN G4A Y1 MIDWIFE	**JD1**	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.00	$64.11	$2,665.80	$70.15
RN BANK G4A Y1	**ZU29**	$2,138.50	$56.28	$2,180.00	$57.37	$2,245.40	$59.09	$2,272.10	$59.79	$2,340.30	$61.59	$2,365.10	$62.24	$2,436.00	$64.11	$2,665.80	$70.15
RN G4B Y1 MIDWIFE	**JD3**	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.80	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
RN G4B Y1	**YX11**	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.80	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84
RN BANK G4B Y1	**ZU35**	$2,251.10	$59.24	$2,294.80	$60.39	$2,363.60	$62.20	$2,391.80	$62.94	$2,463.50	$64.83	$2,489.60	$65.52	$2,564.30	$67.48	$2,806.10	$73.84

APPENDIX 3 – INFORMATION REQUIRED FOR LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.

2. Employee's classification, position title, and Level.

3. The workplace/Campus/location where the person is to be situated.

4. The name of the enterprise agreement which contains their terms and conditions of employment.

5. Their mode of employment i.e. whether full-time, part-time, fixed term, casual or bank Employee. Where the employment is on a fixed term basis, the rationale for the fixed term engagement.

6. Specify that employment is ongoing unless a valid fixed term appointment is proposed.

7. Fortnightly hours will be [insert] and for part-timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.

8. Date of commencement.

9. Acknowledgment (where applicable) of prior service/entitlements to personal leave, long service, etc. (where known and available).

10. Other information as required depending on the nature of the position.

11. Relevant qualifications and allowances payable.

APPENDIX 4 – CLINICAL NURSE/MIDWIFE SPECIALIST CRITERIA

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

1. Clinical Skill

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

2. Professional Behaviour

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

3. Professional Development

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

APPENDIX 5 – INDICATIVE POSITION DESCRIPTION FOR AFTER HOURS COORDINATOR

POSITION PROFILE

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

SPECIFIC RESPONSIBILITIES

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

- Assists in maintaining supportive relationships between staff, patients and is available for consultation and advice.

- Assists the DON with any projects or reports that may be necessary.

- If required to attend meetings during off duty periods, will be paid in accordance with this Agreement.

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

APPENDIX 6 – TEMPLATE CERTIFICATE OF SERVICE

Certificate of Service

(Name of Institution) (Date)

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

From _____ To _____

During the above period, the Employee was employed as a casual registered nurse or casual midwife from the period _____ to _____. Of this period, a total of _____ (years and days) counted as eligible service for the purpose of Long Service Leave.

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

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

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

During the above period, the Employee transferred Long Service Leave accrued in respect of the period _____ to _____, to another employer or employers.

The Employee had accrued personal leave totalling _____ hours as at the date of cessation of employment with the Employer.

Tick all boxes that apply:

[ ] The Employee received a payment in lieu of all unused, accrued Long Service Leave on cessation of employment with the Employer

[ ] The Employee remains employed with (Name of Institution)

[ ] The Employee was employed by the Employer as an Enrolled Nurse as at 30 May 2012

[ ] The Employee was employed by the Employer as an Enrolled Nurse at EN Level 3

[ ] The Employer has on record a Certificate of Service from another employer covered by the Nurses (Victorian Public Sector) (Single Interest Employers) Enterprise Agreement 2020-2024 (attach a copy)

Position held: Classification Held:

Signed: (Stamp of Institution):

NOTE: Upon receipt of the Certificate of Service, the Second Employer must notify the previous Employer that it has recognised any period of long service leave, and if so, the period so recognised.

(Name of Institution) (Date)

_____ ____ (period of service recognised)

Signed: (Stamp of Institution):

APPENDIX 7 – NUM/MUM MATRIX

For each question, please select only one answer that best describes the ward/unit/program/service that you are the manager of. Where more than one response may apply, please select the highest applicable.

Complexity – Description

Complexity relates to the levels of interaction of multiple measurable factors such as:

Bed/chairs/suites

Hours of service

FTE and proportion of part-time staff

Composition of services offered

Interfacing with multiple teams

Size of budget/business management responsibility

Throughput

Diversity of staff managed

Regional/isolated setting (away from hospital campus)

	Criteria	Please select one from each column A-F						
		A	B	C	D	E	F	G
1	Hours of Business		The ward/unit/program/ service operates only during business hours up to 5		Operates 5-7 days a week (not nights)	Operates 5 - 7 days a week (not nights) plus on call service	More than 2 shifts per day, up to 6 days per week	The ward/unit /program/ service operates 24/7 – up to 365 days

	Criteria	Please select one from each column A-F						
		A	B	C	D	E	F	G
			days a week (Mon to Fri)					
2	Nominated Birthing Suites	Not applicable	Up to 3	4 to 7	8 to 12	13 or more		
3	Number of Perioperative services/Operating suites/ Theatres and/or Day Surgery suites includes CSSD services	Not applicable	Up to 2	2	3 to 4	5 to 7	8 to 10	11 or more
4	Post Anaesthesia Care Unit and holding bays	Not applicable	Up to 4		5-8	9-14	15-20	21 or more
5	Bed based services (wards/unit) including the remaining component that has not already been included in questions 2, 3, 4 or 6 above (this includes HITH)	Not applicable	Up to 15 beds		16 to 24 beds		25 to 32 beds	33 or more beds
6	Emergency Department treatment spaces (includes beds, trolleys, chairs etc) (including SSU, urgent care and any other clinical areas within this environment)	Not applicable	Less than 4	4 to 10	11 to 20	21-30	31 to 45	46 or more
7	Ambulatory/ /maternity assessment units/community services per day (e.g. Oncology, endoscopy, HARP, Dialysis, medical imaging, District Nursing Service, transit lounge, continence, chronic pain, wounds) *NOTE: Day Surgery at question 3 above*	Not applicable	Less than 7 treatments / patients/ clients		8 – 16 treatments/ patients/ clients		17-24 treatments/ patients/ clients	25 or more

	Criteria	Please select one from each column A-F						
		A	B	C	D	E	F	G
8	The number of different specialty clinics/community services/Ambulatory programs that you manage (*not how many sessions are actually run*)	Not Applicable	1	2	3		4	5 or more
9	The EFT within the area for which the NUM/MUM has responsibility (includes all staff of all disciplines who work in your ward / unit / program / service) that you have operational responsibility for.		Less than 21	21-40	41-60	61-85	86-100	101 plus
10	Part-time head count as a proportion of total head count		Part-time Headcount up to 20%		Part-time Headcount 21 to 40%		Part-time headcount 41 to 60%	Part-time 61% or more
11	Composition of services/mixed ward (*e.g. a regional or rural ward comprising medical and postnatal beds with or without responsibility to also provide care to ED / UCC presentations OR a sub-acute ward with GEM, rehabilitation beds and/or Transitional Care Program or medical ward with oncology and renal beds in the one ward*) and/or mixed age groups in the one ward/unit/program/service. For example, where more than one ratio applies. Please note this excludes ad hoc outliers.		Single		2	3		4 or more

	Criteria	Please select one from each column A-F						
		A	B	C	D	E	F	G
12	Operational Budget (reference may be the current financial year)		Up to $2 million		$2 million but less than $4 million		$4 - $6 million	More than $6 million
13	Are you the sole Midwife/Nurse Unit Manager at the campus in the absence of the DON?		NO					YES

	Criteria	Please select one from each column A-F					
		A	B	C	D	E	F
14	Interface with others related to patient journey	Internal (with another department/ services/ward/ unit/program on the same hospital campus e.g. radiology)	Intra (across health service/ campuses)	A & B	External (outside the health service e.g. GP or Home Care Services)	A & D	Internal and external and intra (A, B and D)
15	Patient/resident/consumer/client (however titled) throughput in your work area	Same (or less than) throughput as past 12 months		Increase up to 10% over the past financial year		Greater than 10% over the previous financial year	
16	Annual throughput (Previous Financial year Episode of Care/separations)	Less than 300	301-600	601-1000	1001-3000	3001-6000	6001+

	Criteria	Please select one from each column A-F					
		A	**B**	**C**	**D**	**E**	**F**
17	Enterprise Agreements	1 Enterprise Agreement (e.g. all staff employed under the Public Nurses and Midwives EA)		2 EBA's e.g. staff employed under the Public Nurses and Midwives EA and one other EBA	3 EBA's		4 EBA's or more
18	• People in learning positions over the past 12 months of any discipline: • School based/work experience • Undergraduates (VET/TAFE/Uni) on placement • Techs and/or traineeships • Graduate Program positions • 'Refresher' program participants • Post-Graduate students • International bridging students • Other Health Professional Students	NIL	1	2	3	4	5 or more
19	Number of 'graduate program' positions and/or 'post-graduate positions'/training lines that are part of the ward/unit/program/ service roster	NIL	2 or less	3 to 5	6 to 8	9 to 11	12 or more

Level of Autonomy - Description

The Level of Autonomy is the degree to which the M/NUM manages and leads their unit. It may be affected by such things as the nature of the unit, the model of care and the involvement in Clinical Care, the presence or absence and access to the Director of Nursing and Midwifery and relevant support services. Taking into consideration any other operational reports that will influence this.

	Criteria	**Please select one from each column A-F**					
		A	**B**	**C**	**D**	**E**	**F**
1	**Health Service Level (as defined in Safe Patient Care Act) that your ward/unit/program/service/program/service/service/ program is located**	Level 1 Hospital	Level 2 Hospital	Level 3 Hospital	Stand alone Aged Care Facility		Level 4 Hospital
2	**Over the last financial year, what is the physical presence on campus of the DON/M on average?**	Full-time (5 days per week)		More than 2 but less than 5 days per week		Up to 2 days per week	Rarely
3	**Over the last financial year, what is the physical presence on campus of the CEO on average?**	Full-time (5 days per week)		More than 2 but less than 5 days per week		Up to 2 days per week	Rarely
4	**On the last financial year, what is the physical presence on campus/site of the immediate operational manager (if different to above)?**	Not applicable	Full-time (5 days per week)	More than 2 but less than 5 days per week		Up to 2 days per week	Rarely

	Criteria	Please select one from each column A-F					
		A	**B**	**C**	**D**	**E**	**F**
5	**How many managers in total, (including the M/NUM position being assessed) report to their Professional Line Manager? (This means your nurse/midwife senior e.g. ADON/M, DON/M, EDON/M).**	Up to and including 2	3 to 4		5 to 6	7 to 8	9 or more
6	**How many people in total (including the M/NUM position being assessed report to their Operational Reporting Line?** *(may be a Program Manager, Site Manager, Divisional Director)*	Up to and including 2	3 to 4		5 to 6	7 to 8	9 or more
7	**Out of hours/on-call roster responsibilities. For example, the position being assessed is identified/required as a contact for escalations such as staffing queries, clinical scenarios, requests for service provision and/or unplanned rostering shortfalls**	AHC or DON/M undertakes completely (Not required of M/NUM)	For your ward/unit/program/service only (not necessarily the campus)	Participating in an on-call roster for the campus at frequency of more than each month	Participating in an on-call roster for the campus at least once each month (afternoons, not nights)	Participating in an on-call roster for the campus at least once each month (nights included)	NUM/MUM responsible out of hours (*for the campus*)

Access to Health Service Infrastructure and Support – Description

This means as a leader and manager the MUM/NUM utilises, where available, additional expertise to perform their role

	Criteria	Please select one from each column A-F					
		A	**B**	**C**	**D**	**E**	**F**
1	**Recruitment contributions:** **i. PD review/ development** **ii. advert** **iii. review resumes** **iv. interview** **v. referee check** **vi. appointment**	Involvement in one component e.g. interviews	Involved in 2 components	Involved in 3 components	Involved in 4	Involved in 5 components	Involved in the entire process
2	**Based on the headcount, the number of staff Performance Development Review/Annual Appraisals which you complete as well as those which you delegate**	20 or less	21-40	41-60	61-100	101 to 200	201 plus
3	**Performance Improvement Plan *(for your staff)***	Human Resources (HR) /Industrial Relations (IR) led always		Shared process between M/NUM and HR/IR and/or another e.g. educator		Predominately M/NUM led	M/NUM independently e.g. HR not directly involved *(may use*

	Criteria	Please select one from each column A-F					
		A	**B**	**C**	**D**	**E**	**F**
							template supplied by HR)
4	**OHS Responsibilities includes:** **a) hazard identification** **b) assessment of risks** **c) controls** **d) monitor and review** **e) revise the control (if not working)**		Within ward/unit/program/service the M/NUM leads the OHS processes with direct involvement of another (e.g. OHS/HR/ER)		Within ward/unit/program/service the M/NUM leads the OHS processes with advice (e.g. from OHS/HR/ER)		Within ward/unit/program/service the M/NUM manages the OHS processes including escalating notifiable incidents
5	**Return To Work (RTW).** *Please note this is to be assessed on what occurs rather than what may be the 'ideal' This considers WorkCover and Personal Injury/Illness*	M/NUM rarely involved as RTW Officer/OHS Staff/HR/ Employee Relations undertake entire process		M/NUM is involved but led by others (e.g. RTW Officer/OHS Staff/HR/ Employee Relations)			M/NUM manages the RTW process with advice from another (e.g. RTW Officer/OHS Staff/HR/ Employee Relations)
6	**Projects (of any type)** *Please note this criteria is intended to be broad and not limited by 'size of project' or whether projects attract funding. Please select highest rating that*	Rarely involved as undertaken by others	Ward/unit/ program/service based with M/NUM available	Health Service Project with M/NUM available to be involved	Shared process	Ward/unit/program/service based project by M/NUM	Health Service Project managed by M/NUM

	Criteria	Please select one from each column A-F					
		A	**B**	**C**	**D**	**E**	**F**
	has applied to the M/NUM position being assessed		to be involved but led by others	but managed by others			
7	**Business Intelligence and Clinical Analytics** For example, data for health services to use to inform strategy development, reform initiatives, and to support service development and capital planning	Not involved	Collect information	Collect and report	Collect, report and analyse	Collect, report, analyse and make recommendations	Collect, report, analyse, make recommendations and implement
8	**Involvement in co-ordinating your ward/unit/program/ service education/CPD events**	Little to no involvement of local education/CPD events		Co-ordination is shared with one other e.g. Clinical Nurse Educator	Co-ordination is shared with more than one other and may include the M/NUM providing sessions		Predominantly responsible for ward/unit/ program/service based education/CPD events and may include the M/NUM providing sessions

For each question, please select only one answer from Columns A through E that best describes the Ward/unit/program/service that you are the manager of.

Responsibility - Description

Responsibility refers to professional leadership for patient care and accountability for management of staffing and other resources within the ward/unit/program/service with a focus on improving patient outcomes.

	Criteria	**Please select one from each column A-E**					
		A	**B**	**C**	**D**	**E**	**F**
1	**Business role / budget / capital expenditure**	M/NUM is not involved	Monitoring of budget that has been prepared by others e.g. finance	M/NUM drafts budget and monitors budget but budget finalised/approved by others	Business case development (may be ad hoc)	Revenue generation (e.g. completion of Aged Care Funding Instrument or resident recruitment)	Two or more of B, C, D & E
2	**Emergency responses**	Responding to local emergencies (own unit)	Responding to one other unit/ward in addition to A	A member of the site wide code team	Emergency controller/warden for site wide responses	Part of external emergency response team on behalf of hospital	
3	**Rostering**	Preparation of Roster is delegated to another but M/NUM retains responsibility to authorise/check compliance with		M/NUM collaboratively undertakes both development and publishing of the roster with others	The M/NUM develops and publishes the roster	The M/NUM has responsibility for variations of staff in their ward/unit/program/ service	Develop, publish and variations

	Criteria	Please select one from each column A-E					
		A	**B**	**C**	**D**	**E**	**F**
		Safe Patient Care Act and skill mix					
4	**Staff replacement (unplanned absences)**	Centrally managed with limited input/time required from ward/unit/program/ service for this responsibility	A combination of central management and After Hours Co-ordinators/HR with limited input/time required from ward/unit/program/ service	You are responsible during business hours with the assistance of others (e.g. bank admin) i.e. NUM undertakes	Involved in arrangements for staff replacement within and out of hours some of the time i.e. NUM and ANUM or AHC seek replacement	Responsible for all arrangements for staff replacement within and out of hours i.e. NUM undertakes	
5	**Staff replacement (planned absences e.g. Annual Leave or Long Service Leave)**	Centrally managed with limited input/time required from ward/unit/program/ service M/NUM for this responsibility	A combination of central management and After Hours Co-ordinators /HR with limited input/time required from M/NUM	You are responsible during business with the assistance of others (e.g. bank admin)	Involved in arrangements for staff replacement in and out of hours some of the time	Responsible for all arrangements for staff replacement in and out of hours	
6	**Equipment/ Products**	Another person sources new equipment/products for the ward/unit/program/ service	Participate in trial/testing of products/equipment	Makes recommendations to another in relation to new equipment/products for the ward/unit/program/ service (may include provision of quotes)	Responsible for sourcing and keeping up to date with new equipment/products for the ward/unit/program/ service	Health Purchasing Victoria participant (as representative of your Health Service)	Contract management responsibilities for the ward/unit/program/ service in relation to equipment/ products

Governance Obligations – Description

Governance Obligations refers to actions taken by leaders at all levels and systems, established for improving the quality of services and safe-guarding high standards of care, by creating an environment in which excellence in clinical care will flourish. This may include involvement in accreditation processes.

	Criteria	**Please select one from each column A-E**					
		A	**B**	**C**	**D**	**E**	**F**
1	**Board/or Board sub-committees**	No interaction	Preparing written briefings, but not attending meetings	Preparing presentation, but not attending meetings	Participation at meetings (may be ad hoc)	Member of the Board/Sub-committee meetings	
2	**Executive**	No interaction	Preparing briefings, but not attending	Preparing presentation, but not attending meetings	Participation at Executive meetings (may be ad hoc)	Member of the Health Service Executive	
3	**Program Involvement**	Not applicable	Preparing briefings, but not attending	Preparing presentation, but not attending meetings	Participation at Program meetings (may be ad hoc)	Member of the Program committee	
4	**Committee involvement**	Implementing actions arising from health service/ campus meetings/ committees	Conducting unit based meetings (local) e.g. ward meeting	Participation/ attendance at Health Service/campus meetings	Chairing Health Service/campus meetings from time to time (may involve preparation of agenda and/or minutes)	Collate summation from committee for the Board and/or Executive	A-E

5	**External stakeholders, for example but not limited to professional associations, businesses, Primary Health Network related, NGOs, educational organisations, another funding organisation, consumer participation or other**	No participation	Communication with external stakeholders	Participating in forums (can include professional, operational and other)	Being the health service nominee for the engagement with external stakeholders e.g. Police/AV/DHHS/NDIS/ SCV/Diabetes Australia/Justice	Reporting outcomes to the Executive/Program Director as a result of your engagement with external stakeholders e.g. Police/AV/DHHS/NDIA/ SCV/Diabetes Australia/Justice	
6	**Policy and procedures**	Monitoring and oversight of staff applying within your ward/unit/program/service	Input into development/ review (may be ad hoc)	Lead the writing, and/or review for your ward/unit/ program/service (may be ad hoc)	Lead the writing, and/or review for Health Service P&P (including campuses where applicable). May be ad hoc	Responsible for development and implementation of Health Service P&P. May be ad hoc	A-E
7	**Clinical incidents/clinical risk management (e.g. VHIMS)**	Within your ward/unit/ program/ service, monitoring and responding to incident reporting	Contributing to review and escalating risk reports	Undertaking investigation and reporting or implementing actions arising	Participation in full case review and/or internal root cause analysis	Lead full case review and/or internal root cause analysis	Provide assistance/ input to other Health Services RCA
8	**Complaints and feedback (both**	Process is managed entirely by others		The process is shared e.g. with the	Process involves multiple	The M/NUM manages the entire process and may include investigation	The M/NUM will independently

	formal and informal)			Complaints Liaison Officer	departmental consultations	and drafting response(s)	manage the entire process
9	**Quality Improvement (QI)**	QI planning is undertaken by another within the organisation	Contributes to QI planning for your ward/unit/ program/service	Monitor and report on QI activities (which have been planned by others)	Lead QI activities within the ward/unit/program/ service which may include providing reports to others on same	Lead QI activities within the Health Service which may include providing reports to others on same	
10	**Operational/ business plan**	Planning is undertaken by another within the organisation	Contribute to the development of the operational/ business plan for your ward/unit/service/program		Lead the development of the operational/business plan in your ward/unit/service/program	Responsible for writing the operational/business plan for the ward/unit/program/service yourself	Responsible for writing the operational/ business plan for the Health Service yourself

APPENDIX 8 – CAMPUS CATEGORIES

Campus level descriptors

8A	*The main Campus of a major metropolitan or major regional health service (non-specialist)*
8B	*The main health service Campus of large regional health service, typically an ex Base Hospital or large District Hospital not named in A*
8C	*A mid-range sized Campus of a metropolitan health service,* *A Campus that it a metropolitan community hospital,* *A Campus that was a District Hospital but not named in B*
7A	*A large multi-ward Campus that does not include acute services*
8D	*A small health service that includes acute services*
7B	*A small Campus that does not include acute services*

Campuses by descriptor

DON	7B	8D	7A	8C	8B	8A
(Nurse Manager 7 – 8)	Alan David Lodge	Alexandra	Royal Talbot Rehabilitation Centre	Caulfield Hospital	Wodonga Campus	The Alfred Hospital
	Trentham Health	Myrtleford	Queen Elizabeth Centre	Sandringham Hospital	Bairnsdale Regional Health Service - Day Street	Austin Hospital
	Darlingford Upper Goulburn Nursing Home Inc	Bright	Residential Aged Care - Wendouree	Castlemaine Health	Wonthaggi Campus	Heidelberg Repatriation Hospital
	Indigo North Health	Mount Beauty	Residential Aged Care - Ballarat East	Colac Area Health	Sale Hospital	Ballarat Base Hospital
	Sea Lake Campus	Beaufort Campus	Residential Aged Care - Sebastopol	Bacchus Marsh Hospital	Angliss Hospital	University Hospital Geelong
	Cyril Jewell House Nursing Home	Skipton Campus	McKellar Centre	East Grampians Health Services - Ararat	Maroondah Hospital	Bendigo Hospital
	Boyne Russell House Nursing	Beechworth Health Service	Gibson Street Complex	Wantirna Health	Echuca Regional Health	Box Hill Hospital
	Chestnut Gardens	Benalla Health - Coster Street		Maryborough Campus	Leongatha Campus	Latrobe Regional Hospital

	Yarraman Nursing Home Illoura Jacaranda Village Manangatang Campus Cambridge House Aged Residential Berengara Aged residential Kew (commissioning in July 2020) Swan Hill District Health - Jacaranda Lodge Andrews House Rainbow Rupanyup Grange Residential Aged Care Service Hazeldean	Boort District Health - Kiniry Street Calvary Health Care Bethlehem Casterton Memorial Hospital Maffra Hospital Creswick Health Daylesford Health Kyneton Health Cohuna District Hospital Corryong Health East Grampians Health Services - Willaura St Arnaud Birchip Charlton Donald Wycheproof Yarra Ranges Health Healesville Edenhope and District Memorial Hospital Korumburra Campus	Golden Oaks Complex Peter James Centre Lyndoch Nursing Home Royal Park Campus O'Connell Family Centre Kingston Centre Bundoora Campus The Mornington Centre Golf Links Road Queen Elizabeth Centre Noble Park Tweddle Footscray	Cranbourne Integrated Care Centre Moorabbin Hospital Broadmeadows Hospital Rosebud Hospital Portland District Health St Georges Hospital Caritas Christi Hospice Stawell Regional Health - Clinical and Residential Care Swan Hill District Health - Main Campus Nhill Williamstown Hospital Sunbury Day Hospital Blackburn Public Surgical Centre (Eastern Health) Frankston Public Surgical Centre (Peninsula Health)	Shepparton Campus - GV Health Werribee Mercy Hospital Mildura Base Public Hospital Northeast Health Wangaratta RVEEH Main Hospital, Gisborne Street South West Healthcare - Warrnambool Campus West Gippsland Healthcare Group Hospital Hamilton Base Hospital Wimmera Health Care Group - Horsham Campus	Royal Melbourne Hospital Mercy Hospital for Women Monash Medical Centre - Clayton Monash Children's Hospital Casey Hospital Dandenong Hospital Northern Hospital Epping Campus Frankston Hospital Peter MacCallum Cancer Centre - Parkville St Vincent's Hospital The Royal Children's Hospital The Royal Women's Hospital - Parkville Campus Sunshine Hospital Footscray Hospital

		Waranga Health - GV Health Tatura Campus - GV Health Otway Health Lorne Community Hospital Heathcote Health Hesse Rural Health Winchelsea Heywood Rural Health - Barclay Street Inglewood & Districts Health Service - Hospital Street Kerang & District Hospital Kooweerup Regional Health Services Kyabram Maldon Hospital Ouyen Mansfield District Hospital Avoca Campus Dunolly Campus Moyne Health Service Port Fairy				

		NCN Health - Nathalia NCN Health - Cobram NCN Health - Numurkah Omeo District Health - Easton St Orbost Regional Health Robinvale Campus Rochester & Elmore District H.S Warracknabeal Hopetoun Seymour Health - Bretonneux St South Gippsland Hospital, Foster South West Healthcare - Camperdown Campus Port Philip Prison Tallangatta Terang Hospital Campus Mortlake Campus Kilmore District Health				

		Timboon & District Healthcare Service Jeparit Kaniva Natimuk Penshurst District Health Service Coleraine District Health Service Dimboola Campus Yarram & District Health Yarrawonga Health - Piper St Yea & District Memorial Hospital GV Health (Euroa Campus)				
DDON (Nurse Manager 6)	6D A DDON employed on a 7B or 8D Campus		6C A DDON employed on an 7A or 8C Campus		6B A DDON employed on an 8B Campus	6A A DDON employed on an 8A Campus
ADON (Nurse Manager 5)	5D An ADON employed on a 7B or 8D Campus		5C An ADON employed on an 7A or 8C Campus		5B An ADON employed on an 8B Campus	5A An ADON employed on an 8A Campus
AHC (Nurse Manager 5)	5D An AHC employed on a 7B or 8D Campus		5C An AHC employed on a 7A or 8C Campus		5B An AHC employed on an 8B Campus	5A An AHC employed on an 8A Campus

Exception – fixed roles	Is a Registered Nurse or Midwife who has responsibility for a project or process affecting more than one ward or unit within a Campus will be classified as Assistant Director of Nursing (NM5C) Is a Registered Nurse or Midwife who has responsibility for a project or process in more than one Campus or across all units/wards in a single Health Service will be classified as Assistant Director of Nursing (NM5B).

Principal Educator	6D A Principal Educator employed on a 7B or 8D Campus	6C A Principal Educator employed on a 7A or 8C Campus	6B A Principal Educator employed on an 8B Campus	6A A Principal Educator employed on an 8A Campus
Deputy Principal Educator	5D A Deputy Principal Educator employed on a 7B or 8D Campus	5C A Deputy Principal employed on a 7A or 8C Campus	5B A Deputy Principal employed on an 8B Campus	5A A Deputy Principal employed on an 8A Campus

APPENDIX 9 – HEALTH SERVICE CATEGORIES

Health Service Level Descriptors

Group A	A major or specialist metropolitan health service or major regional health service
Group B	A large regional health service, typically an ex Base Hospital or large District Hospital not named in A
Group C	A regional health service

The above descriptors are indicative, however once a Health Service is categorised in the table below, it remains fixed in that category until a new agreement is made to replace this Agreement, or agreement is reached with the ANMF and VHIA due to major organisational change.

EDON (Nurse Manager 9)	Group A	Group B	Group C
	Alfred Health	Albury Wodonga Health	Alpine Health
	Austin Health	Central Highlands Rural Health	Bass Coast Health
	Barwon Health	Mildura Base Public Hospital	Beaufort & Skipton Health Service
	Bendigo Health	RVEEH	East Grampians Health Services
	Eastern Health	Dental Health - Royal Dental Hospital	East Wimmera Health Services
	Grampians Health	Central Gippsland Health	Great Ocean Road Health
	Latrobe Regional Health Service	South West Healthcare	Nathalia Cobram Numurkah (NCN) Health Service
	Mercy Public Hospitals Inc	West Gippsland Healthcare Group	Rural Northwest Health
	Monash Health	Goulburn Valley Health	Terang & Mortlake Health Services
	Melbourne Health	Northeast Health Wangaratta	Mallee Track Health & Community Service
	Northern Health	Bairnsdale Regional Health Service	Maryborough & District Health Service
	Peninsula Health	Gippsland Southern Health Service	Robinvale District Health Services
	The Royal Children's Hospital	Swan Hill District Health	Western District Health Service
	The Royal Women's Hospital		West Wimmera Health Service
	St Vincent's Hospital		

	Victorian Comprehensive Cancer Centre/Peter MacCallum Cancer Centre Western Health		