Schedule 2

NURSES (VICTORIAN PUBLIC HEALTH SECTOR)

MULTIPLE BUSINESS AGREEMENT 2007-2011
PART A - PRELIMINARY TITLE

1. TITLE

This Agreement shall be known as the Nurses (Victorian Public Sector) Multiple Employer Agreement 2007-2011.

2. DIVISION INTO PARTS

This Agreement is divided into the following parts:

Parts:
A Preliminary
B Disputes and No Extra Claims
C Staffing, Conditions and Wages

3. ARRANGEMENT

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TITLE 2</td>
</tr>
<tr>
<td>2</td>
<td>DIVISION INTO PARTS 2</td>
</tr>
<tr>
<td>3</td>
<td>ARRANGEMENT 2</td>
</tr>
<tr>
<td>4</td>
<td>DEFINITIONS 3</td>
</tr>
<tr>
<td>5</td>
<td>PARTIES BOUND 6</td>
</tr>
<tr>
<td>6</td>
<td>INCIDENCE AND APPLICATION 6</td>
</tr>
<tr>
<td>7</td>
<td>DATE AND PERIOD OF OPERATION 6</td>
</tr>
<tr>
<td>8</td>
<td>RELATIONSHIP WITH AWARD AND OTHER CERTIFIED AGREEMENTS 6</td>
</tr>
<tr>
<td>9</td>
<td>DISPUTE RESOLUTION 7</td>
</tr>
<tr>
<td>10</td>
<td>NO EXTRA CLAIMS 8</td>
</tr>
<tr>
<td>11</td>
<td>CLASSIFICATIONS AND SALARY INCREASES 9</td>
</tr>
<tr>
<td>12</td>
<td>SUPERANNUATION 12</td>
</tr>
<tr>
<td>13</td>
<td>STAFFING – GENERAL 12</td>
</tr>
<tr>
<td>14</td>
<td>WORKLOAD MANAGEMENT 13</td>
</tr>
<tr>
<td>15</td>
<td>STAFFING GRADE 3 AND ABOVE 15</td>
</tr>
<tr>
<td>16</td>
<td>HOURS OF WORK 18</td>
</tr>
<tr>
<td>17</td>
<td>DAYLIGHT SAVING 19</td>
</tr>
<tr>
<td>18</td>
<td>OVERTIME 19</td>
</tr>
<tr>
<td>19</td>
<td>ONCALL/RECALL 22</td>
</tr>
<tr>
<td>20</td>
<td>ALLOWANCES. 23</td>
</tr>
<tr>
<td>21</td>
<td>ANNUAL LEAVE 26</td>
</tr>
<tr>
<td>22</td>
<td>LONG SERVICE LEAVE 27</td>
</tr>
<tr>
<td>23</td>
<td>PARENTAL LEAVE 27</td>
</tr>
<tr>
<td>24</td>
<td>BLOOD DONORS LEAVE 28</td>
</tr>
<tr>
<td>25</td>
<td>PUBLIC HOLIDAYS - PART TIME EMPLOYEES 98</td>
</tr>
<tr>
<td>26</td>
<td>PROFESSIONAL DEVELOPMENT &amp; ASSOCIATED ENTITLEMENTS 30</td>
</tr>
<tr>
<td>27</td>
<td>NOTICE PERIOD 31</td>
</tr>
<tr>
<td>28</td>
<td>APPOINTMENT AND FIXED TERM EMPLOYMENT - ALL EMPLOYEES 32</td>
</tr>
<tr>
<td>29</td>
<td>CHANGE OF ROSTER 32</td>
</tr>
</tbody>
</table>
4. DEFINITIONS

In this Agreement except where the context requires otherwise:

(a) accredited official of the Union means an officer or Employee of the Australian Nursing Federation or of the Health Services Union of Australia (with respect to Registered Nurses Division 2 only).

(b) Act means Workplace Relations Act 1996.

(c) allowance rate in relation to a Registered Nurse Division 2 means allowance rate as defined by the Award, and calculated by reference to the rates of pay set out in Schedule B of this Agreement. For convenience, relevant allowances calculated by applying the allowance rate are set out in Schedule B to this Agreement.

(d) Award means the Nurses (Victorian Health Services) Award 2000 as at 15 December 2005.

(e) base rate

(i) in relation to a Registered Nurse Division 1 (and in clause 20) means the rate for a Registered Nurse Division 1 Grade 2, 3rd year of experience, calculated by reference to the rates of pay set out in Schedule B of this Agreement; and

(ii) in relation to a Registered Nurse Division 5 (other than in clause 20) means the rate of pay for a Registered Nurse Division 5 Group C (as defined in the Award)
1st year of experience calculated by reference to the rate of pay set out in Schedule B of this Agreement.

For convenience, relevant allowances calculated by applying the base rate are set out in Schedule B to this Agreement.

(f) Commission means the Australian Industrial Relations Commission.

(g) CWMA means the workload management arrangement in place as at 22 October 2007 except where varied by the amended/revised ratios in Schedule C.

A dispute about what constitutes a CWMA as of 22 October 2007 is to be dealt with in accordance with Clause 9 of this Agreement.

(h) DHS means the Department of Human Services,

(i) EFT means equivalent full time Employee.

(j) Employee means a Registered Nurse Division 1, Registered Nurse Division 2, and Registered Nurse Division 5 employed by an Employer bound by this Agreement.

(k) Employer means any of the health sector agencies listed in Schedule A or on any site, campus or other workplace operated by any of the named health sector agencies listed in Schedule A.

(l) experience means service and experience following registration in a grade or sub-grade at least equal to that in which the Employee is employed (or to be employed). Where an Employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an Employee's experience.

(m) a year of experience means experience (as defined) gained from working 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. Where in this Agreement there is a reference to a number of years of experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience in order to determine whether an Employee has attained the requisite number of years of experience.

(n) extended leave includes long service leave, parental leave and long-term WorkCover absences.

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

(p) nurse/patient ratios means the nurse/patient ratios set out in Schedule C of this Agreement.

(q) part of a shift in clause 25 means that period on a public holiday from: (i) midnight to completion of shift; or (ii) commencement of shift to midnight
Public Sector shall refer to employment under this Agreement in respect of an Employer or place of work identified in Schedule A of this Agreement.

Registered Nurse Division 1 means a person registered in division 1 or 3 of the Register of the Nurses Board of Victoria as defined in the Nurses Act 1993 (Vic) but does not include a Registered Nurse Division 1 or 3 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to Registered Nurse is, for the purposes of this Agreement, a reference to a Registered Nurse Division 1 or 3.

Registered Nurse Division 2 means a person registered in division 2 of the Register of the Nurses Board of Victoria as defined in the Nurses Act 1993 (Vic) but does not include a Registered Nurse Division 2 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to a State Enrolled Nurse or an Enrolled Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 2.

Registered Nurse Division 5 means a person registered in division 5 of the Register of the Nurses Board of Victoria as defined in the Nurses Act 1993 (Vic). A reference in the Award to a Mothercraft Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 5.

Short shift in clause 16 means a shift of six hours duration in addition to a 30 minute meal break.


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.

An Employer may title a Registered Nurse Division 1 as a Nurse Unit Manager ("NUM") or as an Associate Nurse Unit Manager ("ANUM"). The use of the classification title Nurse Unit Manager or Associate Nurse Unit Manager or the relevant acronym by an Employer is, for the purposes of this Agreement and the Award, to be interpreted as a reference to Charge Nurse and Associate Charge Nurse respectively.

Any term, expression or phrase not defined in this Agreement has, unless the context otherwise requires, the same meaning as is given to that term, expression or phrase by the Award.

A reference in this Agreement to "hospital" or "health care facility", "public health sector agency" or similar term is a reference to the hospital, health care facility, public health sector agency operated by an Employer listed in Schedule A to this Agreement.
5. PARTIES BOUND

5.1 The parties to this Agreement are the Employers referred to in Schedule A, the Health Services Union of Australia ("HSU") in respect of the employment of Registered Nurses Division 2 and the Australian Nursing Federation ("ANF")

5.2 This Agreement is also binding upon Employees employed by an Employer referred to in Schedule A as a Registered Nurse Division 1 or 3, Registered Nurse Division 2, or Registered Nurse Division 5.

6. INCIDENCE AND APPLICATION

This Agreement applies to the employment of Registered Nurses Division 1 or 3, Registered Nurses Division 2, and Registered Nurses Division 5 who are employed by the Employers to whom this Agreement applies, unless specifically noted otherwise.

7. DATE AND PERIOD OF OPERATION

7.1 This Agreement shall come into operation on the day it is lodged with the applicable Federal authority. The nominal expiry date of this Agreement is 1 November 2011.

7.2 Where the Employer elects to terminate this Agreement after its nominal expiry date in accordance with s.393 of the Act, the Employer commits to continue to operate the terms of this Agreement as an undertaking in accordance with s.394 of the Act at the conclusion of the 90 day period.

8. RELATIONSHIP WITH AWARD AND OTHER CERTIFIED AGREEMENTS

8.1 This Agreement is to be read in conjunction with the Award. Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail. This Agreement is intended to incorporate as terms of this Agreement, all applicable provisions of the Nurses (Victorian Health Services) Award 2000 as in place at 15 December 2005 (as reflected in the 2004 Agreement) in so far as they relate to matters pertaining to the employment relationship between the Employer and the Employees engaged in classifications covered by this Agreement, and insofar as such matters are neither objectionable nor prohibited, and that all such terms be enforceable as provisions of this Agreement.

8.2 Where this Agreement makes provision for a varied or additional operation of a term of the Award, that term will apply subject to, or as varied by, this Agreement.

8.3 The Schedules and Appendices attached to this Agreement form part of this Agreement and are to be read in conjunction with the Agreement and the Award.

8.4 This Agreement wholly replaces the 2004 Agreement (to the extent that the 2004 Agreement is binding on an Employer who is also bound by this Agreement) and any other certified agreement binding on an Employer bound by this Agreement and that:

(a) binds an Employer; and

(b) applies to the employment of persons to whom this Agreement applies; and
PART B - DISPUTES AND NO EXTRA CLAIMS

9. DISPUTES SETTLING PROCEDURES

9.1 Resolution of disputes and grievances

9.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement, other than termination of employment, must be dealt with in accordance with this clause.

9.1.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed workplace agreement.

9.1.3 A person bound by this agreement may choose to be represented at any stage by a representative, including a union representative or employer’s organisation.

9.2 Obligations

9.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

9.2.2 Whilst a dispute or grievance is being dealt with in accordance with this clause, work must continue in accordance with usual practice, provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the employer of this concern and 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.

9.2.3 No person bound by the agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

9.3 Agreement and dispute settlement facilitation

9.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable her/him to represent employees concerning matters pertaining to the employment relationship including but not limited to:

9.3.1(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement;
9.3.1(b) Endeavouring to resolve a dispute arising out of the operation of the agreement; or,
9.3.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
9.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

9.4 Discussion of grievance or dispute

9.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).

9.4.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

9.5 Internal process

9.5.1 If any party to the dispute or grievance who is bound by the agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process.

9.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, the matter can be dealt with in accordance with the processes set out below.

9.5.3 If the matter is not settled, the employer or a union bound by the agreement and chosen as the employee representative may apply to the Australian Industrial Relations Commission (AIRC) to have the dispute or grievance dealt with by conciliation.

9.6 Disputes of a Collective Character

9.6.1 The parties bound by the agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to the Commission.

9.6.2 No dispute of a collective character may be referred to the Commission directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the Commission.

9.7 Conciliation

9.7.1 Where a dispute or grievance is referred for conciliation, a member of the AIRC shall do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on terms for the settlement of the dispute or grievance.

9.7.2 This may include arranging:

(a) conferences of the parties to the dispute or their representatives presided over by the member; and,

(b) for the parties to the dispute or their representatives to confer among themselves at conferences at which the member is not present.

9.7.3 Conciliation before the AIRC shall be regarded as completed when:
(a) the parties to the dispute have reached agreement on the settlement of the grievance or dispute; or,
(b) the member of the AIRC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period, further conciliation will result in a settlement; or,
(c) the parties to the dispute have informed the Commission member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

9.8 Arbitration

9.8.1 If the dispute or grievance has not been settled when conciliation has been completed, either party may request that the AIRC proceed to determine the dispute or grievance by arbitration.

9.8.2 Where a member of the AIRC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.

9.8.3 Subject to sub-clause 9.8.4 below, the determination of the AIRC is binding upon the persons bound by this agreement.

9.8.4 An appeal lies to a Full Bench of the AIRC, with the leave of the Full Bench, against a determination of a single member of the AIRC made pursuant to this clause.

9.9 General powers and procedures of AIRC

9.9.1 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 AIRC may:

(a) determine matters of procedure as if section 110 of the Workplace Relations Act 1996 applied to the proceedings; and,
(b) exercise the powers set out in section 111 of the Workplace Relations Act 1996, to the extent relevant, as if section 111 applied to the proceedings; and,
(c) in the course of dealing with a matter by arbitration make an interim recommendation at any stage in the process prior to the final determination of the dispute by arbitration.

9.10 Publication and privacy obligations during disputes

9.10.1 In accordance with the provisions of section 712 of the Workplace Relations Act 1996 and more particularly section 712(2)(b) the parties to the dispute, subject to the preservation of any duties of confidence, commercial or otherwise and to any requirements for in-camera hearings due to security or other concerns, consent to and empower the Commission at its discretion to publicly disclose any
recommendation or decision it has reached in order to resolve in whole or in part any dispute under this agreement.

9.11 Discipline

(a) Where disciplinary action is necessary, the management representative shall notify the Employee of the reason. The first warning shall be verbal and will be recorded on the Employee's personal file. A union or other representative shall be present if desired by either party.

(b) If the problem continues the matter will be discussed with the Employee and a second warning in writing will be given to the Employee and recorded on the Employee's personal file. The local union or other representative shall be present if desired by either party.

(c) If the problem continues the Employee will again be notified by the management representative. If a final warning is to be given then it shall be issued in writing and if required by either party, a copy sent to the relevant union or relevant representative. The Employee has the right to union or other representation.

(d) If the problem re-occurs, the Employee's employment may be terminated. However, an Employee's employment may not be terminated without the authority of senior management.

(e) Despite sub-clauses 9.11(a) to (d), an Employee may still be summarily dismissed for acts of serious and wilful misconduct.

(f) If a dispute arises over any disciplinary action instigated against an Employee by a management representative, the course of action to be followed shall be in accordance with sub-clause 9

(g) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the Employee's personal file.

(h) All new Employees shall be handed a copy of these procedures on commencement of employment.

10. NO EXTRA CLAIMS

10.1 The ANF, HSU, the Employers and their respective Employees bound by this Agreement 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 ANF, HSU, 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) 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
10.2 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 sub-clause 10.1(c) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

10.3 The parties agree to commence discussions no later than six months prior to the nominal expiry date of this Agreement. Provided that any claim made by a party during this period is not supported by industrial action, sub-clause 10.1(c) does not prevent a party 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.

10.4 Despite clause 10.1(c), during the nominal life of this Agreement the parties will endeavour to agree upon appropriate classifications and grades for Employees predominantly undertaking research. Pending the outcome of those endeavours, employees engaged primarily to undertake research work will be classified at the greater of:

- Their current classification where employed in research work as at 31 March 2007
- The classification applying to the position where the position was at a Grade higher than Grade 3A as at March 31 2007
- Grade 3A

PART C - STAFFING, CONDITIONS AND WAGES

11. CLASSIFICATIONS AND SALARY INCREASES

11.1 Amendments to the operation of Award classifications and classifications in grades are set out in Schedule B.

11.2 The salary and allowance increases are set out in Schedule B. The first salary and allowance increase will have retrospective operation from the date set out in Schedule B.

11.3 Except as altered by Schedule B, classifications and classifications in grades contained in clauses 29, 31 and 50 of the Award continue to apply. Amendments to classifications and classifications in grades made by the 2000 and 2004 Agreements have been incorporated into Schedule B of this Agreement.

11.4 Arrangements for transition through grades provided for by the Award, continue to apply, except where amended as follows or by Schedule B (incorporating transitional amendments made by the 2000 Agreement):

11.5 Graduate Nurse/Midwife

11.5.1 A Division 1 Registered Nurse or Midwife shall enter at Grade 2 Year 1, subject to specific provisions in this Agreement where that employee was previously employed as a Division 2 nurse immediately before entry.
11.5.2 On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:

Example - Grade 1 to Grade 2 Translation

A Registered Nurse Division 1 who at 30 September 2007 has 12 months' experience or more at the Grade 1 increment will progress to the Grade 2 Year 2 increment on 1 October 2007.

A Registered Nurse Division 1 who at 30 September 2007 has less than 12 months' experience at the Grade 1 classification will progress to the Grade 2 year 2 increment on a date when that Employee has completed 12 months' experience at the Grade 1 increment.

11.6 ANUM

11.6.1 A Division 1 Registered Nurse appointed as an Associate Nurse Unit Manager shall enter at ANUM Year 1.

11.6.2 On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:

Example - ANUM Translation

A Registered Nurse Division 1 who at 30 September 2007 has less than two years of experience at Grade 3A will progress to the ANUM Year 1 increment on 1 October 2007, and after a further year of experience as an Associate Nurse Unit Manager, ANUM Year 2.

A Registered Nurse Division 1 who at 30 September 2007 was classified at Grade 3B and has less than 12 months' experience at the Grade 3B classification will progress to the ANUM Year 1 increment and, after a year of experience as an Associate Nurse Unit Manager, ANUM Year 2.

A Registered Nurse Division 1 who at 30 September 2007 was classified at Grade 3B and has 12 months' or more experience at the Grade 3B classification will progress to the ANUM increment equivalent to their existing Grade 3B year increment, eg a Grade 3B Year 2 will translate to an ANUM Year 2.

11.7 NUM

11.7.1 A Division 1 Registered Nurse appointed as a Nurse Unit Manager shall enter at NUM Year 1.

11.7.2 On or after 1 October 2007 an Employee will translate to the increment which reflects her or his service or years of experience including service or experience prior to 1 October 2007. Movement to a new increment will occur consistently with the following example:
Example - NUM Translation

A Registered Nurse Division 1 who at 30 September 2007 has less than two years of experience at Grade 4A Charge Nurse will progress to the NUM Year 1 increment on 1 October 2007, and after a further year of experience as a Nurse Unit Manager, NUM Year 2.

A Registered Nurse Division 1 who at 30 September 2007 was classified at Grade 4B Charge Nurse and has less than 12 months' experience at the Grade 4B classification will progress to the NUM Year 1 increment and, after a year of experience as an Nurse Unit Manager, NUM Year 2.

A Registered Nurse Division 1 who at 30 September 2007 was classified at Grade 4B and has 12 months' or more experience at the Grade 4B classification will progress to the NUM increment equivalent to their existing Grade 4B year increment, eg a Grade 4B Year 2 will translate to a NUM Year 2.

11.8 Mothercraft Nurse translations

11.8.1 Under the Award, three groups of Registered Nurses Division 5 are defined in sub-clauses 29.37.1, 29.37.2 and 29.37.3 as Group A, B and C. On and from 1 April 2004:

(i) A Registered Nurse Division 5 (other than Employees who undertake additional responsibilities set out in clause 29.37.4 of the Award) will be paid the salary payable for a Group C Registered Nurse Division 5;

(ii) A Registered Nurse Division 5 currently paid a salary for a Group A or B Registered Nurse Division 5 will translate to the appropriate increment in Group C having regard to her or his years of experience in Group A or B.

(iii) Any new anomalies which arise in relation to a Registered Nurse Division 5 paid in accordance with Group D "additional responsibilities" will be the subject of further discussion between the parties.

11.9 Domiciliary classifications

11.9.1 A Registered Nurse Division 1 who at the direction of the Employer undertakes work in domiciliary nursing including Hospital in the Home and Post Acute Care, the minimum classification will be:
• exclusively to provide clinical care - Grade 3B.

• with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), shall be Grade 4A

• responsible for the day to day operation of a HITH/PAC or similar service (however titled) shall be the Charge Nurse/Nurse Unit Manager rate.

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

11.10 Division 2 nurse commencing as Division 1

A Registered Nurse Division 2 who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse Division 1 will commence at the Grade 2 increment immediately above the rate of pay (including Seniors Allowance and/or qualification allowance (where applicable) applicable to that employee.

11.11 Division 2 nurse incremental progression

As from 1 October 2007, despite anything to the contrary in the Award, a Division 2 nurse will progress from pay point to pay point on completion of a year of experience (as defined).

11.12 Division 2 Nurse Entry level

11.12.1 An employee who completes a Certificate IV in Nursing that entitles the employee to register as a Division 2 nurse and be endorsed to administer medication shall enter at Pay Point 2 of the salary structure in Schedule B.

11.12.2 An employee who completes a Diploma in Nursing that entitles the employee to register as a Division 2 nurse shall enter at Pay Point 3 of the salary structure in Schedule B.

12. SUPERANNUATION

12.1 In respect of Employees employed by an Employer prior to the commencement of this Agreement, the Employer will continue to make superannuation contributions to the Employee's current superannuation fund. An Employer will offer to any such Employee the option of that Employee becoming a member of the Health Employees Superannuation Trust of Australia superannuation fund ("HESTA") or the HealthSuper superannuation fund.

12.2 An Employer will offer to make superannuation contributions on behalf of an Employee who begins employment with an Employer after the commencement of this Agreement to either HESTA or HealthSuper superannuation funds. If the Employee does not make an election in response to this offer, the Employer will pay the Employee's superannuation contributions to a default fund. As at the time of commencement of this Agreement, the default fund will be the HealthSuper superannuation fund.
13. STAFFING - GENERAL

13.1 Skill/Mix

The nursing skill mix that each Employer may utilise in all acute general surgical and medical wards not named in Part IB – Interpretation, 1 General Medical/Surgical Wards, part (h)(iv) includes up to 15% Registered Nurses Division 2.

13.2 Annual Leave, Long Service Leave and Extended Leave Relief

(a) 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.

(b) In order to maintain the nursing hours provided by a CWMA, the rostered hours of all Employees who are on extended leave will be fully replaced.

13.3 Agency and Nurse Bank Staff

(a) In order to ensure the effective operation of the CWMA, each Employer will endeavour to meet the CWMA through the employment of permanent Employees. If this is not possible, an Employer should use nurse bank Employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.

(b) A nurse bank Employee:

(i) is a direct Employee of an Employer party to this Agreement who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party; and

(ii) is to be paid per hour worked an amount equal to 1/38* of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; and

(iii) is not entitled to the provisions of the Award relating to Annual leave, Long Service Leave, Sick Leave, Bereavement Leave or Termination of Employment with the exception of clause 47 of the Award for Division 2 nurse bank Employees.

13.4 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.

13.5 Midwifery Continuity Of Care Models

13.5.1 The parties support the introduction of midwifery continuity models that are proposed within the following parameters. It is the intention of the parties that
Employers wishing to implement a continuity of care model will only do so in accordance with this provision.

13.5.2 Existing Models

13.5.2.1 The terms of existing continuity model arrangements in respect of remuneration and other matters are to be reviewed by services to align them with this Clause. The reviewed arrangements are to be provided as per clause 14 of this agreement.

13.5.2.2 Remuneration arrangements in a model commenced before 30 September 2007 must comply with one of the remuneration options contained in subclause 13.5.3.9, but otherwise continues to operate.

13.5.3 Minimum requirements for Proposal

13.5.3.1 Continuity of Midwifery care (eg. Caseload, team, shared care etc) models may be proposed by an Employer following the process under clause 14 of this agreement. The ANF Secretary will be advised of the proposal in writing at the time of its referral to the LHAC.

13.5.3.2 All proposals must take into account and address the following guidelines within the context of provision of optimum care for pregnant women and mothers and the service’s care philosophy and policies and service viability.

13.5.3.3 Models should aim for continuity of care including pre-natal care, labour and birth care, postnatal and community care.

13.5.3.4 Changes to employment patterns (including hours) will be agreed as part of the consideration of a proposal and entitlements will apply in accordance with the new pattern of work (including hours), this Agreement and these provisions. For midwives not entering the model, existing work patterns (including hours) and entitlements will continue unless otherwise agreed between the Employer and the midwife.

13.5.3.5 The model arrangements must include appropriate back up and support by other midwives at all times, including the ability to hand over to other suitably qualified and skilled midwives (including midwives not participating in the model). For example, the arrangements should include suitable provisions consistent with the operation of the model to provide back-up, support and relief for circumstances such as meal breaks, emergency assistance, birthing assistance etc.

13.5.3.6 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.

13.5.3.7 Clinically effective arrangements will be maintained at all times to ensure optimal client outcomes.

13.5.3.8 Local arrangements are to be agreed and resourced to ensure compliance with this Agreement. Subject to the terms of a verified proposal made in
accordance with clause 14 of this Agreement, nurse patient ratios provided for by this Agreement will be met.

13.5.3.9 Average full time day standard of 8 hours to be the objective with the absolute maximum of 12 hours.

13.5.3.10 Midwives to be provided with sufficient flexibility to meet client needs in accordance with local arrangements and this Agreement.

13.5.3.11 The proposal will ensure that handover to another midwife (which may include a midwife not participating in the model) shall be available between 8 and 12 hours of duty.

13.5.3.12 The 4 days clear of duty and on call provided for in this Agreement to apply.

13.5.3.13 Appropriate managerial and midwife classification structure to be included in the model, taking into account the extent and size of the model and its interrelationship with existing maternity services at the local facility, the nursing career structure and this Agreement.

13.5.3.14 Full indemnity arrangements to be maintained by the Employer.

13.5.3.15 Vehicle provided or relevant vehicle allowance payable.

13.5.3.16 Professional development support to be available as per this Agreement, with additional support to be agreed between the Employer and Employee, as required.

13.5.3.17 Appropriate occupational health and safety provisions, including no lift/violence and aggression/communication/equipment/etc.

13.5.3.18 The model shall not in any way operate to reduce or preclude the provision of MCH nursing services to clients.

13.5.3.19 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.

13.5.4 Remuneration Options

13.5.4.1 Remuneration options for any new model to be introduced shall be processed as follows:

13.5.4.2 All four remuneration options (including sub-clause 18 which applies to each Option) outlined below shall be contained in any proposal to introduce a continuity model for consideration by the LHAC:

Option 1
Midwives participating in the model will access minimum/agreed weekly nursing hours in accordance with the midwives’ contract of employment and this Agreement.

For the first roster period of the model, the midwife shall receive their minimum/agreed base rate (without penalties and allowances as prescribed by this Agreement).

For the second and subsequent roster periods of the model, the midwife shall receive their minimum/agreed base rate along with the monetary equivalent of penalties and allowances actually incurred for the preceding roster period.

Agreed penalties and allowances to apply.

**Option 2**

A minimum number of normal hours to be worked in the continuity midwifery program is to be agreed between the Employer and the Employee. Ante natal, post natal and DOM visits are paid at ordinary hours with weekend penalties being applicable where post natal and DOM visits occur on the weekend.

0800 to 1600 paid overtime rates if required to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

1600 to 0800 and weekends paid an on call allowance and overtime rates if called in to attend a birth or for other unpredictable care, if not arranged 24 hours in advance.

Additional days annual leave pro rata for weekend workers and 4 clear days as per this Agreement.

**Option 3**

Strict observance of this Agreement.

**Option 4**

A commuted loading on salary is paid to encompass applicable Agreement penalties and allowances which would normally be paid as they occur according to the actual number and pattern of hours worked. Applicable penalties and allowances will be agreed taking into account the context, often including team arrangement of work allocation and self-management of hours. The commuted loading is to be initially calculated and agreed based on expected patterns of work.

The initial loading is to be reconciled against actual work patterns monthly for the first three months and any variance subject to adjustment of the loading or work hours to equate payments received with hours actually worked. Overpayments will not be subject to recovery of moneys, however, the Employer may require additional hours to be worked in an area where
the midwife is clinically competent during the ensuing month only if the actual hours worked by the midwife are less than the agreed working hours.

After the first three months the level of loading will be set and reconciliation will then occur each six months with any necessary adjustment to hours or loading as above

13.5.4.3 Where there is majority support for any remuneration option or options, then that remuneration option or options shall be put to a vote of the midwives concerned;

13.5.4.4 Where there is no majority agreement for an option or options to be put to a vote, then the two most favoured options shall form part of the proposal to be put to a vote of the midwives concerned.

13.5.5 Midwives not in the model

13.5.5.1 Participation in the model for midwifery staff is voluntary. Subject to operational requirements (eg where a midwife has been replaced on the ward whilst participating in the model) midwives shall be able to elect participate/cease participating in the model provided adequate notice is provided. No midwife will lose her/his job by reason of the introduction of a continuity of care model.

13.5.5.2 Details of arrangements for midwives not entering the new model shall be contained within the proposal. Whether working in a new model or not, arrangements shall 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.

13.5.6 Advertising Positions in the Model

Once a proposal has been verified in accordance with clause 14 this Agreement, an Employer shall be entitled to advertise for new Employee midwives to participate exclusively in the model(s) and sub-clause 13.5.5.1 shall not apply, ie the newly employed midwives would not be able to elect to cease participating in the model.

13.5.7 Evaluation

13.5.7.1 Informal evaluation by nursing management, ANF nominated representatives and relevant staff of a new model in operation at a service shall occur in the first instance, on a monthly basis with a comprehensive and formal review no later than 12 months after the introduction of the model with further reviews at agreed intervals thereafter.

13.5.7.2 It is noted that any new model will automatically be required to report on the model in an identical manner as all other maternity services providers, and this information will be provided to the evaluation parties as outlined in sub-clause 13.5.7.1.
13.5.8 Dispute Resolution

13.5.7.1 In the event of any dispute arising between a health service and the ANF relating to the continuation or implementation of midwifery continuity of care models and this Clause, it shall in the first instance be referred to ANF/VHIA/DHS for consideration and consultation.

13.5.7.2 In the event the dispute is unable to be resolved in accordance with sub-clause 13.5.8.1 of this agreement, it shall be processed in accordance with the dispute settlement clause of the this Agreement.

14. WORKLOAD MANAGEMENT

Amendments to the distribution of nursing hours (current nursing hours) within a ward or unit generated by the relevant nurse to patient ratios contained in this Agreement shall be considered in the following ways.

(a) Complying Proposal

Where the employer or nursing staff have a proposal that redistributes or increases the current nursing hours applying from the ratios or the Current Workload Management Arrangement (CWMA) as re-defined, and the proposal contains at least the current nursing hours over a four week roster period and does not increase the number of ‘short shifts’ beyond the number referred to in sub-clause 16.3(a) or (c), the employer shall:

Provide, in writing, the proposal to amend the CWMA to all affected nursing staff and provide the following information:

1. the clinical nursing assessment of patient needs;
2. the demands of the environment such as patient layout;
3. statutory obligations including OHS legislation;
4. the requirements of nurse regulatory legislation and professional standards;
5. workloads and;
6. occupancy.

The employer will provide relevant information as requested by the affected nursing staff or their representative/s to inform the consultation process.

A copy of the proposal will also be simultaneously forwarded to the Secretary of the ANF.

A maximum of three weeks from the date of initiation of the proposal will be provided for consultation.

Where there is genuine agreement on the proposal at the local level it may be implemented from the beginning of the next roster period.
Should there be concern as to the ‘genuine’ nature of the agreement of the affected nursing staff either party may progress such concerns through the Settlement of Disputes procedure within 7 days. In such cases the status quo will remain.

(b) Non-Complying Proposal

Where the employer or the nursing staff propose changes to the current nursing hours that contain less nursing hours over a four week roster period, or increases the number of short shifts beyond the number referred to in sub-clause x, the employer shall;

Provide, in writing, the proposal to amend the CWMA to all affected nursing staff and provide the following information:

1. the clinical nursing assessment of patient needs;
2. the demands of the environment such as patient layout;
3. statutory obligations including OHS legislation;
4. the requirements of nurse regulatory legislation and professional standards;
5. workloads and;
6. occupancy.

The employer will provide relevant information as requested by the affected nursing staff to inform the consultation process.

A copy of the proposal will be simultaneously forwarded to the Secretary of the ANF.

A period of up to one month will be provided for consultation.

Where the employer, the ANF and the affected nursing staff agree, the proposal may be implemented from the beginning of the next roster period.

Where the Employer or nursing staff disagree, arrangements will be made to conduct a secret ballot of affected nurses. If the ballot does not endorse the proposed change, then the proposal shall not proceed.

14.10 In order to ensure the effective operation of the CWMA, the process for advertising and filling of vacancies shall be as follows:

(a) Each ward/clinical unit shall immediately establish a nurse staffing profile based on EFT Employees.

(b) Where a vacancy arises within that nurse staffing profile, the responsible manager/nurse-in-charge will initiate action to advertise the vacant position internally and/or externally immediately after receiving notice of resignation or termination.

(c) The Employer shall 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).
15. **STAFFING - GRADE 3 AND ABOVE**

15.1 **Registered Nurse Division 1 - Nurse Unit Manager (Subject to Part II of Schedule C of this Agreement):**

(a) there must be one EFT Nurse Unit Manager appointed in each ward/unit of each campus/facility of each hospital/network; or

(b) two or more part-time Nurse Unit Managers may be appointed so long as one EFT of Nurse Unit Manager hours are worked in the shared position.

15.2 **Registered Nurse Division 1 - Associate Nurse Unit Managers**

Subject to Part II of Schedule C of this Agreement:

(a) Associate Nurse Unit Managers ("ANUM") are appointed to undertake in-charge functions during the off duty periods of the Nurse Unit Manager. Subject to the exceptions below, this rate shall be deemed to include the performance of the in-charge function during the off duty periods of the Nurse Unit Manager.

(b) When the Nurse Unit Manager is absent for in excess of five days, the relieving ANUM shall be paid at the minimum rate for the Nurse Unit Manager for the entire period of relief and another Registered Nurse Division 1 who consequently acts in a higher position shall be similarly paid at the minimum rate of that higher position for the entire period of relief.

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

(c) In all 24 hours a day, seven days per week areas, there must be five EFT ANUM shift positions available for appointment, and four out of the five of the positions must be permanently appointed.

(d) Nothing in any of these provisions prevents ANUM positions being either full-time or part-time.

(e) The 5th EFT of ANUM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ANUM.

(f) Where a minimum of four EFT of ANUMs are permanently appointed, and a Registered Nurse Division 1 other than an ANUM is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule), such Registered Nurse Division 1 shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge on that shift.

(g) Where due to recruitment difficulties or delays or to circumstances beyond an Employer's control less than four EFT of ANUMs are permanently appointed and a Registered Nurse Division 1, other than an ANUM, is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule) the Registered Nurse Division 1 shall be paid at the minimum rate for the Nurse Unit Manager for the entire shift.
Sub-clause 15.2(g) does not apply to a Registered Nurse Division 1 who is required to act in charge in the following circumstances:

(i) where an ANUM in whose place the Registered Nurse Division 1 acts, is on any form of leave; or

(ii) for a reasonable period during which a replacement ANUM is sought to be employed to fill a vacancy created by the termination of employment of an ANUM in whose place the Registered Nurse Division 1 acts.

In the circumstances set out in sub-clause 15.2(h)(i) or (ii) the Registered Nurse Division 1 acting in charge shall be paid at the minimum rate applicable to the ANUM position which would normally be in charge of that shift.

Where an Employer experiences difficulties in recruiting Employees to permanent ANUM positions despite having taken reasonable and practical steps to fill the position(s), the Employer shall contact the ANF at the earliest opportunity. The ANF and the Employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.

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

The Employer is to appoint an ACN to cover all off duty periods of the Nurse Unit Manager and, if a Registered Nurse Division 1 who is not an appointed ANUM is required to act in charge during the off duty period of a Nurse Unit Manager (which event shall be the exception to the rule) the Registered Nurse Division 1 shall be remunerated at the minimum rate for the Nurse Unit Manager for the entire shift.

15.3 Higher Duties for ANUM

Despite sub-clause 33.1 of the Award and provided that sub-clause 15.2 above is complied with, a Registered Nurse Division 1 who relieves in an ANUM position will be paid at the minimum rate for that classification only where she/he is engaged for the full day or shift in that classification.

15.4 Registered Nurse Division 1 - Director of Nursing

Despite any other provisions of this Agreement or the Award, each hospital/network must employ a full-time Director of Nursing ("DON"), classified in accordance with the Award, on each campus of the hospital.

15.5 Registered Nurse Division 1 - Night Nurse in Charge/Supervisor

A Registered Nurse Division 1 classified at Grade 5 shall be appointed to be in charge of each campus in all off duty periods of the DON.

The indicative position description for an Employee appointed under sub-clause 15.5(a) is attached at Appendix 3 to this Agreement.

For the purpose of this sub-clause 15.5, "campus" does not include a community health centre.
15.6 Registered Nurse Division 1 - Clinical Nurse Specialist

The Clinical Nurse Specialist ("CNS") classification shall be available to all Registered Nurses Division 1 whether employed full time or part time who meet the criteria below:

(a) A CNS is defined as a Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and 12 months' experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years' post registration experience, including three years' experience in the relevant specialist field.

(b) Applicants must meet the above definition, be employed either full time or part time and demonstrate fine criterion in each of paragraphs 1, 2 and 3 of Appendix 2.

(c) The process for applications for CNS positions will be as follows:

- each Employer will arrange for the advertising of applications once every six months. This information to be permanently available for nursing staff;
- written applications are to be made to the Charge Nurse;
- Interviews, if required, will be conducted by the Charge Nurse, ACN or Educator and one other;
- 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;
- the successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period;
- if the applicant is unsuccessful they are to be notified of the outcome within seven days. An explanation will be given to the applicant as to the reasons for the decision;
- each Employer will implement an appeal process. The appeal to be lodged by the applicant within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks. The applicant may at this stage seek advice and assistance from the ANF;
- appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Charge Nurse, CNS or other nominee as appropriate, other than those involved in the original decision.

16. HOURS OF WORK

16.1 A day off in each four or five week roster cycle will accrue for all full time Employees. Unless the CWMA is varied in accordance with clause 14:
(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 accrued day off in each four week roster cycle; and

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

16.2 West Gippsland Hospital and Mansfield Hospital will as soon as practicable move to a roster arrangement made up solely of the shift lengths in 16.1(a) and (b).

16.3 The obligations as they apply to a particular ward or unit under sub-clause 16.1 particularly in relation to shift lengths and start and finish times may be varied in accordance with the process for variation of the CWMA specified in clause 14, subject to the following:

(a) Where short shifts are rostered they shall not exceed one short shift per "am" shift and one short shift per "pm" shift per ward or unit.

(b)(i) To avoid doubt, a short shift is not to be rostered on a night duty shift.

(ii) Subject to (iii) below, all short shifts must commence and conclude within the ordinary commencement and completion times of the “am” shift or “pm” shift.

(iii) A ward or unit may utilise one shift per day that commences before 12.00 pm and concludes during the “pm” shift (a cross-over shift). If this shift is a short shift, only one other short shift may be utilised on that day in that ward or unit.

(c) Despite the provisions of sub-clause 16.2(a) in aged care and rehabilitation wards or units, the rostered short shifts shall be applied as follows:

(i) if the CWMA in aged care and rehabilitation wards/units provides for the rostering of no more than two short shifts then short shifts shall not exceed two per day per ward/unit;

(ii) if the CWMA in aged care and rehabilitation wards/units provides for the rostering of more than two short shifts, then up to three short shifts in total can be rostered per ward/unit in any configuration over "am" and "pm" shifts.

(d) If a full time Employee works a six hour short shift that Employee will be entitled to an accrued day off as if a full shift was worked.

(e) An Employee will not be rostered to work short shifts unless they agree to work them.

17. DAYLIGHT SAVING

17.1 Despite clause 18 of this Agreement and clauses 42 and 58 of the Award, 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 a ten hour night shift from 9pm through to 7:30am (including a 30 minute meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving.

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

Example

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

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

17.2 For the purpose of calculating accrued days off in accordance with clause 39 of the Award, 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 CWMA.

18. OVERTIME

18.1 General

(a) Overtime will be paid to an Employee where the Employee is requested or directed by the Employer to perform work that is performed in addition to the full time rostered shift length for that ward or unit. Except in the case of a DON in an institution where a Deputy or Assistant Director of Nursing is also employed, the following overtime rates will be paid for all work performed, including for all recall to duty:

(i) All work performed by an Employee in excess of full-time, ordinary hours of work prescribed for that ward or unit will be paid at the rate of time and a half for the first two hours and double time thereafter.

(ii) For the purposes of this clause "full time ordinary hours" is eight hours for Employees working day shift and afternoon shift and 10 hours in the case of Employees rostered on night shift. Each day or shift will stand alone.

(iii) The matters dealt with below form part of the affected Employer's CWMA. For the avoidance of doubt and despite sub-clause 18.1(a)(ii):

(A) 12 hour shift arrangements that are reduced to writing and signed by the Employer party and the ANF) continue to apply; and
(B) trials for 12 hour shifts which by agreement with ANF are presently being conducted in a number of Public Hospitals will continue and any agreed outcome relating to the length of shifts may be implemented in accordance with clause 14 of this Agreement so as to regulate full time ordinary hours for Employees working day shift, afternoon shift and night shift; and

(C) any new trials for 12 hour shifts which by agreement with ANF are to be conducted in any Public Hospital may proceed and any agreed outcome relating to the length of shifts may be implemented in accordance with clause 14 of this Agreement so as to regulate full time ordinary hours for Employees working day shift, afternoon shift and night shift.

(b) If due to organisational or institutional circumstances, difficulties arise from the requirement in sub-clause 18.1(a) that overtime will only be paid if the Employee is requested or directed by the Employer to perform overtime work, the ANF and/or the Employer affected may refer the matter to the Australian Industrial Relations Commission for resolution in accordance with sub-clause 9.1(g) of this Agreement.

(c) In addition to sub-clause 18.1(a), for Registered Nurse Division 2:

(i) any overtime worked outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty will be paid at the rate of double time; and

(ii) any overtime worked outside a spread of nine hours from the time of commencing work by an Employee rostered to work broken shifts will be paid at the rate of time and a half; and

(iii) any overtime worked outside a spread of twelve hours from the time of commencing work will be paid at the rate of double time.

18.2 Part-time Employee Hours

A part-time Employee working 38 hours or more in any week will be regarded as a full-time Employee for the period so worked. The parties also acknowledge that some part-time employees who are employed for five shifts per week would in some cases be more properly classified as full-time employees.

18.3 Recall - Overtime

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

(b) 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.

(c) Sub-clause 18.3(b) will not apply when overtime is continuous with completion or commencement of ordinary working time.
18.4 In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that the accrual of such leave shall not extend beyond a 28 day period. Where the leave is not taken within 28 days, payment shall be made in accordance the provisions of sub-clause 42.3 of the Award.

18.5 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.

18.6 Rest Period after Recall - Overtime (including Saturday and Sunday)

(a) When overtime work including recall work (but excluding telephone recall work) is necessary it should be arranged so that Employees have at least 10 consecutive hours off duty between that work and the next successive shift.

(b) An Employee who works so much overtime or recall work (excluding telephone recall work) between the termination of her/his last previous rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 consecutive hours off duty between the completion of overtime/recall and the commencement of the next rostered shifts, then subject to this clause, she/he shall be released after completion of such overtime or recall work until she/he has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

(c) If an Employee is required by the Employer to resume or to continue to work without having had 10 consecutive hours off duty she or he will be paid at the rate of double time until they have been released from duty for such rest period and she/he shall then be entitled to 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

19. ONCALL/RECALL

19.1 On Call Allowance

(a) An Employee may be rostered to be "on call" (that is to be available to be recalled to duty in that period of time beyond the Employee's rostered hours of duty).

(b) An Employee is entitled to four clear days in each fortnight of a four week roster cycle free of duty, including on-call/recall work.

(c) If an Employer cannot provide four clear days off duty to an Employee under sub-clause 19.1(b) and that Employee is required to perform rostered on-call duty:

(i) on days that the Employee is not rostered for duty; and

(ii) is rostered for on-call duty for a minimum of two days during four or more four week roster cycle during an anniversary year,
additional leave will accrue to the Employee in accordance with the table below:

<table>
<thead>
<tr>
<th>Number of 4 week roster cycles on call</th>
<th>Number of additional days leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 4</td>
<td>0</td>
</tr>
<tr>
<td>4 but less than 6</td>
<td>1</td>
</tr>
<tr>
<td>6 but less than 8</td>
<td>2</td>
</tr>
<tr>
<td>8 but less than 10</td>
<td>3</td>
</tr>
<tr>
<td>10 but less than 12</td>
<td>4</td>
</tr>
<tr>
<td>12 or more</td>
<td>5</td>
</tr>
</tbody>
</table>

(d) To determine whether an entitlement arises under sub-clause 19.1(c) the Employer will, between 1 December and 30 December in each year, calculate the number of four week roster cycles worked by the Employee during the 12 month period immediately preceding the date on which the calculation is made, during which the employee was rostered for on-call duty:

(i) on days on which the Employee was not rostered for duty; and

(ii) was rostered for on-call duty for a minimum of two days.

(e) Any leave accrued in accordance with this clause shall be taken by agreement between the Employer and the Employee subject to the operational needs of the health service.

(f) Any leave accrued under this clause shall not attract any projected penalties or annual leave loading.

(g) The obligations as they apply to a particular health service, ward or unit under sub-clause 19.1(a) to (f) may be varied in accordance with clause 14 of this Agreement.

(h) If an Employer requires an Employee to be on call when off duty, the Employee shall be paid in addition to any other amount payable, a sum equal to 2.5 per cent:

(i) in the case of an Employee employed as a Registered Nurse Division 2, of the allowance rate as defined in sub-clause 4(c) of this Agreement; or

(ii) in the case of an Employee employed as a Registered Nurse Division 1, of the base rate as defined in sub-clause 4(e)(i) of this Agreement; or

(iii) in the case of an Employee employed as a Registered Nurse Division 5, of the base rate as defined in sub-clause 4(e)(ii) of this Agreement.

calculated to the nearest five cents, portion of a cent being disregarded, per period of 12 hours or part thereof.
19.2 Alternate On Call Allowance (Four Clear Days).

19.2.1 A party may propose that all Employees at a particular campus be covered by an alternate arrangement to that in 19.1. The proposal may be implemented where the employer, the ANF and the majority of affected nursing staff genuinely agree.

19.2.2 Any arrangements adopted in accordance with this clause shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

19.3 Recall - Telephone Allowance

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

20. ALLOWANCES

20.1 Qualification Allowance - Registered Nurses Division 1/Registered Nurse Division 5

(a) A Registered Nurse Division 1 or a Registered Nurse Division 5 will be entitled to a qualification allowance set out below, subject to the following:

(i) a Registered Nurse Division 1 or 5 holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause 20.1 (a)(ii).

(ii) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:

- the clinical or other area of work of the Registered Nurse Division 1 or 5;
- the classification and position description of the Registered Nurse Division 1 or 5;
- whether the qualification would assist the Registered Nurse Division 1 or 5 in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse Division 1 or 5 is employed.

(iii) a Registered Nurse Division 1 or 5 claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse Division 1 or 5 holding the qualification for which the entitlement is claimed.
(iv) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 1 or 5 in respect of that Employee's base qualification leading to registration as a Registered Nurse Division 1/Registered Nurse Division 5.

(v) certificates obtained from training or education facilities (e.g., infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.

(b) A Registered Nurse Division 1 or 5 who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of base rate.

(c) A Registered Nurse Division 1 or 5 who holds a Post-Graduate Diploma or a Degree (or equivalent) (or a Double Degree in Nursing and Midwifery) (other than a nursing undergraduate shall be paid, in addition to her or his salary, 6.5% of base rate.

(d) A Registered Nurse Division 1 or 5 who holds a Masters or Doctorate, shall be paid, in addition to their salary, 7.5% of base rate.

(e) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days and long service leave.

(f) The allowance is to be paid on a pro-rata basis for non-full-time Employees.

20.2 Qualification Allowance - Registered Nurses Division 2

A Registered Nurse Division 2 will be entitled to a qualification allowance set out below.

(a) A Registered Nurse Division 2 who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration by the Nurses' Board of Victoria) in which it is demonstrated that a component (at least) is applicable to her/his area of practice and/or work shall be paid the following allowance:

- a certificate or qualification for a course of six months duration, including a pre or post-registration course leading to endorsement to administer medication – as provided for in Schedule B;

- a certificate or qualification for a course of twelve months duration – as provided for in Schedule B.

(b) Provided that only one allowance is payable to each eligible Registered Nurse Division 2, being the allowance for the highest qualification held, and provided that the certificate or qualification is relevant to the work performed.

(c) The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects.
A Registered Nurse Division 2 claiming entitlements to a qualification allowance must provide the Employer with evidence of that Registered Nurse Division 2 holding the qualification for which the entitlement is claimed.

For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 2 in respect of that person's base qualification leading to registration as a Registered Nurse Division 2, excepting where the education provided at pre-registration level is to enable endorsement with the Nurses Board of Victoria to administer medications.

20.3 Senior Allowance - Registered Nurse Division 2

A Registered Nurse Division 2 who is appointed as a "Senior" will have her/his classification preceded by the word "senior" and in addition will be paid an allowance of 10% to be calculated upon the base rate provided for in Schedule B.

Appointment of a Registered Nurse Division 2, to a classification preceded by the word "senior" will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of a Registered Nurse Division 2 employed in a similar area or area. Indicia of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increase emphasis on the performance of core functions already undertaken by a Registered Nurse Division 2.

A net addition to the work value of the substantive role required of a Registered Nurse Division 2 would be characterised by:

(i) the additional functions or duties are a regular and on-going requirement; and

(ii) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and

(iii) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a Registered Nurse Division 2 employed in a similar area or areas; and

(iv) a greater level of judgement is required from the Registered Nurse Division 2 whereby the nurse is capable of making independent decisions to a degree not generally expected of a Registered Nurse Division 2 employed in a similar area or areas; and

(v) a higher degree of accountability is expected for work undertaken, such that the Registered Nurse Division 2 is clearly performing at a level above that of her or his peers employed in a similar area or areas with the Employer's hospital.

The Senior Allowance provided for in sub-clause 20.3(a) would normally only apply to a Registered Nurse Division 2 who is classified at Year 5 or above.
20.4 Nauseous Work Allowance - Registered Nurse Division 2

Nauseous allowances provided for by the Award will not be payable during the operation of this Agreement.

20.5 Uniform Allowance

Where an Employer requires an Employee to wear a particular type or style of uniform then the Employer shall provide this at no cost to the Employee.

20.6 Meal Breaks

(a) All Employees are entitled to meal breaks as per the Award and are entitled to leave the ward/unit area for such breaks.

(b) Where Employees are regularly unable to take meal breaks in accordance with sub-clause 20.7(a) then a "crib time" arrangement should operate as per clause 39 of the Award - Hours of Work (Private Sector).

(c) An Employee who is unable to take a meal break shall be paid for the meal break as time worked at the ordinary rate plus 50%.

20.7 Telephone allowance

Where an Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer shall refund the installation costs and pay a Telephone Allowance as set out in Schedule B).

20.8 Childcare Allowance

20.8.1 Where Employees are required by the Employer to work outside their ordinary rostered hours of work 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.

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

21. ANNUAL LEAVE

21.1 Registered Nurses Division 1 - Full Time Employees

(a) All Registered Nurses Division 1 shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with her or his Employer.

(b) A Registered Nurse Division 1 employed in a Community Health Centre and required to be on duty on a public holiday as prescribed by sub-clauses 24.1 to 24.3 of the Award or as agreed to under sub-clause 24.5 of the Award shall be allowed another half day off in lieu thereof and shall receive an additional half ordinary day's pay or shall receive an additional sum equal to a day's ordinary pay
for that day. The provisions of sub-clause 24.10 of the Award shall cease to apply
to Registered Nurse Division 1 Employees of Community Health Centres.

(b) A full-time Employee employed as a Registered Nurse Division 1 who is required
to work and who worked ordinary hours on week days and on weekends
throughout the qualifying twelve months period of service shall be allowed an
additional seven consecutive days leave including non-working days. A full-time
Employee employed as a Registered Nurse Division 1 with twelve months
continuous service so engaged for part of the qualifying twelve month period shall
have the leave prescribed in this paragraph increased by half a day for each month
during which engaged as aforesaid.

(d) For the purposes of calculating annual leave loading in sub-clause 17.8.2(a)(i) of
the Award, the excess salary amount and the amount in respect of a period of 152
hours, are as follows:

(i) Excess Salary

The rate provided for in this Agreement for a Registered Nurse Division 1 Grade
5 51-200 beds.

(ii) Amount in Lieu of Loading

Multiplying the amount in sub-clause 21.1(d)(i) of this clause by 17.5% then by
four (weeks) respectively.

(e) Sub-clause 21.1 only regulates the period of leave which is to be granted and the
quantum of annual leave loading which is to be paid to a Registered Nurse
Division 1. Other aspects of annual leave continue to be regulated by the Award.

21.2 All Part Time Employees

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

21.3 Public Holidays Occurring During Annual Leave

Despite any provision of the Award, the following shall apply.

(a) Where any public holiday occurs during any period of annual leave taken by a
Registered Nurse Division 1 or a Registered Nurse Division 5 pursuant to the
annual leave provisions of the Award or this Agreement, the Employee shall
receive all additional sum equal to a day's ordinary pay for such day.

(b) Where any public holiday for which a Registered Nurse Division 2 is entitled to
payment under any Act, the Award or their contract of employment occurs during
any period of annual leave taken by an Employees under the Award, the period of
the holiday will be increased by one day in respect of that public holiday.

21.4. Purchased Leave

21.4.1 Purchased Leave enables employees, by mutual agreement with their Employer,
to access up to 20 working days unpaid additional leave in a twelve month period,
with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken.

21.4.2 Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave.

21.4.3 Purchased Leave must be used in the twelve month period in which it is purchased.

21.4.4 Purchased Leave and associated salary deductions will be based on the employee's average daily hours (7 hours 36 minutes for full time employees) and the employee's substantive salary.

21.4.5 The Employer may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.

21.4.6 Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two pay periods following notification of the variation or cancellation.

21.4.7 Where the employee’s employment terminates, deductions made for Purchased Leave not yet taken will be repaid.

21.4.8 Where the employee’s employment terminates and there are outstanding deductions for Purchased Leave, the employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.

22. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the Award, except where varied as follows:

22.1 Allowable Period of Absence

Any period of absence from employment between the engagement with one of the said Institutions or Statutory Bodies and another provided it is less than the Employee’s allowable period of absence from employment. An Employee’s allowable period of absence from employment shall be thirteen weeks (inclusive of any period of paid annual and/or sick leave which the Employee actually received on termination or for which was paid in lieu);

22.3 Double Leave at half pay

22.3.1 An Employer may approve an application by an Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.

22.3.2 Where an Employee has made an application under this provision the Employer will provide an Employee with financial advice regarding the income tax
implications of either option for the taking of long service leave provided for in sub-clause 22.1.

23. PARENTAL LEAVE

23.1 An Employee is entitled to parental leave in accordance with clause 21 of the Award.

23.2 Effective from 1 October, 2007, an Employee will be entitled to payment of nine weeks' salary upon commencement of maternity leave. Effective from 1 October, 2008, an Employee will be entitled to payment of ten weeks' salary upon commencement of maternity leave. Previous service within the public health sector is to be regarded for the purposes of accessing the entitlement to paid maternity leave for Employees with less than 12 months service with an Employer.

23.3 Effective from 1 October 2007, an Employee who will be the primary care giver of an adopted child who commences adoption leave is entitled to the payment of nine weeks' paid leave from the date that the child is placed with the Employee. Effective from 1 October 2008, an Employee who will be the primary care giver of an adopted child who commences adoption leave is entitled to the payment of ten weeks' paid leave from the date that the child is placed with the Employee.

23.4 An Employee, whose spouse or de facto spouse (including same sex couples) is giving birth or will be the primary care giver of an adopted child, is entitled to payment of one week's salary upon the commencement of parental leave.

23.5 A female Employee shall be entitled to work until their estimated date of confinement except where this would present a risk to the Employee or the unborn child.

23.6 If requested by the Employer, the Employee shall provide a statement confirming or otherwise, that their medical practitioner or midwife believes that continuation in their position is not a risk to the Employee or the unborn child. Such requested certificate must be provided not less than eight weeks prior to the Employees presumed date of confinement.

23.7 If there is no confirmation that continuation of present position does not pose a risk to the Employee or the unborn child then the Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until their estimated date of confinement. If this is not possible, the Employee will be offered a safe, alternate position in accordance with sub-clause 21.9 of the Award.

23.8 If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her carer's leave credit under sub-clause 19.10 of the Award. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

23.9 Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.
24. **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.

25. **LEAVE TO ENGAGE IN EMERGENCY RELIEF ACTIVITIES**

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

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

Provided that such leave can be facilitated without unreasonably affecting the operations of the Agency in which the Employee is employed.

25. **PUBLIC HOLIDAYS - PART TIME EMPLOYEES**

25.1 The entitlement to public holiday benefits for full-time Employees are determined by the Award.

25.2 The entitlement to public holiday benefits under the Award 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 a public holiday occurs on a day that a part-time Employee would normally work, but the Employee is not required by the Employer to work, the part-time Employee is entitled to receive the public holiday benefit prescribed by the Award.

(b) Where a public holiday occurs on a day a part-time Employee is not rostered to work, the part-time Employee's entitlement will be determined by application of the following formula:

(i) average weekly hours worked by the part-time Employee over the previous six months are to be determined; and

(ii) a pro-rata payment made, regardless of whether the Employee would ever work on that day of the week:

Example for hospital based Division 1 and Division 2 Employees:

<table>
<thead>
<tr>
<th>Average Hours</th>
<th>Shift Length</th>
<th>Base Payment</th>
<th>Penalty</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>24 hours</td>
<td>x 8 hours</td>
<td>5.05 hours</td>
<td>T1.5</td>
<td>7.575 hrs</td>
</tr>
<tr>
<td>38 hours</td>
<td></td>
<td></td>
<td>(Div 2)</td>
<td></td>
</tr>
</tbody>
</table>
38

<table>
<thead>
<tr>
<th>T1</th>
<th>5.05 hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Div 1)</td>
<td></td>
</tr>
</tbody>
</table>

(Where Employees have not worked a six (6) month period for the purposes of determining average hours, an Employer will have regard to the average hours worked for the period preceding the public holiday.)

25.3 A part-time Employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to Easter Saturday.

25.4 In respect to a part-time night duty Employee who is required to be on duty on the public holiday, the public holiday benefit shall apply to all of the hours of the shift worked.

25.5 A casual Employee employed on prescribed public holidays shall be paid the relevant holiday rate further to any casual loading.

25.6 A night duty Employee is entitled to be paid:

(a) at the appropriate public holiday rates for each hour worked on that part of a shift that falls on the public holiday; and

(b) 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 there each hour attracts the public holiday rate, eg 7.6 hours at double time. The same Employee is not rostered to the night shift that commences on the public holiday, ie the shift that commences at 9pm. The period from 9.30pm to midnight attracts a pro-rata payment 2.5 hours x 0.6 (EFT) x 1 or 1.5 (single time Division 1 or time and one half for Division 2 nurses) hours payable.

26. PROFESSIONAL DEVELOPMENT & ASSOCIATED ENTITLEMENTS

26.1 Professional Development Leave-Full-Time Employees

(a) All full-time Employees are entitled to three day's paid professional development leave per year (in addition to other leave entitlements in the Award and the Agreement).

(b) Professional development leave may be utilised for but not limited:

(i) to attend conferences, seminars or workshops; or

(ii) for research or home study.
An Employee wishing to take professional development leave must apply in writing to the Employer at least six weeks' prior to the proposed leave date. If the Employee is wishing to take professional development leave to undertake home study the Employee's request will include details of the relevance of the study to the Employee's employment.

The application for professional development leave shall be approved by the Employer unless there are exceptional circumstances that justify non-approval.

Except for the conditions in sub-clause 26.1(a) to (d) no other conditions attach to the granting of professional development leave.

The Employer must, within seven days, notify the Employee in writing whether the leave is approved of the request being made. If the leave is not granted the reasons will be included in the notification to the applicant.

If an application is made for the three days or any portion thereof but no leave is granted during the calendar year, one day's leave shall be added to the Employee's accrued annual leave, or taken in another manner as mutually agreed between the Employer and the Employee.

Otherwise than in accordance with sub-clause 26.1(g), accrued professional development leave will not accumulate from year to year.

26.2 Study Leave - All Employees

Paid study leave will be available to all full-time and part-time Employees at the Employer's discretion. The Employer will not unreasonably refuse a request for study leave.

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.

A part-time Employee will be entitled to paid study leave on a pro-rata basis.

An Employee wishing to take study leave in accordance with sub-clause 26.2(b) must apply in writing to the Employer as early as possible prior to the proposed leave date. The Employee's request should include:

(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.

The Employer must, within seven days of the application being made, notify the Employee of whether her or his request for study leave has been approved.

Leave pursuant to this clause does not accumulate from year to year.
26.3 Study/Conference/Seminar Leave - All Employees

(a) All full-time and part-time Employees are entitled to two days' paid study/conference/seminar leave per annum. The two days' paid study/conference/seminar leave will be based on the individual Employee's usual shift length.

(b) Leave pursuant to this clause does not accumulate from year to year.

(c) Study/conference/seminar leave may be taken:

(i) to attend a nursing or health related conference or seminar; or
(ii) for undertaking study.

(d) An Employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An Employee is not required to report back in any way or provide in-services following conference/seminar attendance.

(e) Where possible the leave should be requested in writing six weeks in advance of the proposed leave date.

(f) The Employer will not unreasonably withhold approval of the leave.

(g) The Employer must, wherever possible, notify the Employee whether leave will be granted within seven days of the application being made.

27. NOTICE PERIOD

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

27.2 The notice required by sub-clause 27.1 will be increased by one week if the Employee is over 45 years of age and has completed more than two years' continuous service.

27.3 An Employer may make payment in lieu of notice for part or all of the notice period.

27.4 An Employee may terminate his or her employment by providing four weeks' notice to the Employer in writing.

27.5 Sub-clauses 27.1 to 27.3 do not effect an Employer's right to terminate an Employee's employment without notice for serious misconduct.

27.6 Sub-clauses 27.1 to 27.4 do not apply to an Employee under a fixed term contract.

28. APPOINTMENT AND FIXED TERM EMPLOYMENT - ALL EMPLOYEES

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

28.2 "True fixed term arrangements" include, but are not limited to, employment in graduate nurse positions, replacement of Employees on maternity leave, long term WorkCover, parental leave or long service leave, employment in special projects, and post-graduate training.
28.3 On commencement of employment, each Employer shall provide each Employee with a letter of appointment containing the information set out in Appendix 1.

29. CHANGE OF ROSTER

29.1 Except in emergency situations seven days notice shall be given of a change of roster.

29.2 To promote forward rostering, to encourage part-time Employees to perform extra shifts and to clarify the circumstances around Employees working additional shifts on a voluntary basis, each Employer shall, in addition to the normal nursing roster(s), develop and maintain a supplementary roster specifically to record all Employees willing to work additional/changed shifts.

29.3 The supplementary roster is to display vacant shifts and Employees can nominate to work those shifts. The supplementary roster would also provide a stand-by facility, where Employees wishing to work extra shifts can nominate the days/shifts that they wish to work, should such vacancies in the normal roster occur.

29.4 All vacancies that arise in the normal nursing roster shall as far as possible be filled by Employees who have voluntarily self-nominated to work additional shifts as per the supplementary roster.

29.5 Where vacancies in the normal nursing roster cannot be filled from the supplementary roster, Employees may be requested to work additional shift(s) (subject to the provisions of this Agreement) and will automatically receive the Award "change of roster allowance", in addition to any other entitlement.

29.6 For the purposes of this clause, it is agreed that hospitals will not seek to override the arrangements herein, by attempting to include in an Employee's contract of employment a requirement that an Employee be available for extra shifts, other than as provided for in this Agreement.

29.7 Overtime payments are not affected by these changes. Overtime remains payable where it would otherwise apply, for example, double shifts.

29.8 Nothing in the above is intended to inhibit nurses swapping shifts amongst themselves, in which case no change of roster allowance is payable.

30. CHANGE OF SHIFT ALLOWANCE

30.1 The change of shift allowance is payable to a Registered Nurse Division 2 where a roster for a Registered Nurse Division 2 is fixed in advance by the Employer the change of shift allowance is payable whenever an Employee changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first.

30.2 Despite sub-clause 30.1, the change of shift allowance is not payable where an Employee chooses and works additional shifts from the supplementary roster (as defined).
30.3 Despite sub-clause 30.1, the change of shift allowance is not payable where an absence of four or more weeks of continuous approved leave intervenes between the relevant shifts.

30.4 Despite sub-clause 30.1, the change of shift allowance is not payable where one or more Employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the Employer in writing.

30.5 Where a ward or unit has established a self-rostering system, and an Employee chooses his or her own shifts from a genuine choice of shifts, the Employee will receive a fixed payment of two change of shift allowances per pay period (fortnight) and sub-clauses 30.1 to 30.4 shall not apply. Provided that this sub-clause does not apply where an employee works fixed shifts and never works shifts that would entitle the employee to payment under sub-clauses 30.1 to 30.4.

30.6 A Registered Nurse Division 2 who was employed by his or her Employer as at 11 June 2002, and who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement between the Employer and Employee (agreement may be in writing or be based on past custom and practice) that exceeds the entitlement arising from these provisions such employee shall be maintained at that entitlement for the duration of this Agreement.

30.7 Where an Employer and the majority of Registered Nurses Division 2 in a ward or unit genuinely desire an alternative system to that above, the Employer must contact the relevant union and advise it of the details of the proposed alternative. After 21 days following the giving of such notification, the Employer will treat the proposed alternative system as if it is a Proposal under clause 14 of this Agreement and it will be processed under that clause.

31. SALARY PACKAGING

All Employees covered by this Agreement will have access to salary packaging arrangements as follows.

(a) By agreement with the Employee, the current salary specified in Schedule B, may be salary packaged in accordance with the Employer policy on salary packaging.

(b) The Employee shall compensate the Employer from within their salary, for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into. Where the Employee chooses not to pay any of the costs associated with their salary packaging, the hospital may cease the Employee's salary packaging arrangements.

(c) The parties agree that in the event that salary packaging ceases to be an advantage to the Employee (including as a result of subsequent changes to FBT legislation), the Employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the Employee and the Employer shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.

(d) The Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall 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.

(e) The Employers recommend that Employees who are considering salary packaging seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the Employee shall pay for any costs associated with salary packaging.

(f) Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Award rate for the applicable classification as varied by this Agreement.

32. RESOURCES AND FACILITIES

32.1 Occupational Health and Safety Representatives

(a) In addition to other leave entitlements, Job Representatives and Health and Safety Representatives (including Deputy Health and Safety Representatives) are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters, such as assisting with grievance procedures, attending hospital committees, etc.

(b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

32.2 Access to New Employees

(a) For the purposes of facilitating the orientation of new Employees and in particular to familiarise such Employees with the operation of this Agreement, the ANF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction programs involving nurses and be permitted to attend. If the dates of these programs are fixed in advance for a regular day and time then a list should be sent to the ANF as soon as practicable.

(b) Where the dates of orientation/induction programs involving nurses are not fixed in advance, the ANF should receive reasonable notification of at least 14 days to enable an ANF representative to attend.

32.3 Access to Employees and Facilities

For the purposes of facilitating involvement in the avoidance and resolution of disputes between Employees and their Employer as provided for in clause 9 of this Agreement and improving occupational health and safety:

(a) Employees who hold a position as an ANF Job Representative or Health and Safety Representative or Deputy Health and Safety Representative should be provided with access to facilities such as telephones, computers, e-mail, notice board and meeting rooms in a manner that does not adversely affect service delivery and work requirements;

(b) the ANF is to be given access to Employees; and
(c) a noticeboard for the ANF's use should be established in each ward/unit, unless otherwise agreed between local ANF representatives and the Employer.

32.4 Employee Facilities

Each Employer is to provide private and comfortable areas at each worksite for Employees who are breastfeeding to enable them to express or feed children while at work.

32.5 Establishment of Public Sector Statewide EBA Implementation Committee

A Statewide Consultative Committee is to be established comprising DHS, VHIA and ANF which will meet to confirm the allocation of the 300 EFT additional nurses.

Allocation of the 300 EFT additional nurses (plus salary related costs) will take place in accordance with the MOU outlined in Part 1B - Interpretation Clause 1.

In the event disputes arise from such implementation, the parties will be able to access Commissioner Smith (or such other member of the Commission nominated by Commissioner Smith or in his absence the Panel Head)

The Statewide Consultative Committee will also consider problems unable to be addressed at the Workplace Implementation Committee, without derogation from the Dispute Settlement procedure contained in this agreement.

32.6 Establishment of Workplace Implementation Committees

A local Workplace Implementation Committee is to be established at each facility/campus comprising equal numbers of management and ANF representation for the purposes of implementation and assessment of this Agreement and to deal with any local disputes that may arise, without derogation from the dispute settlement procedure in this Agreement.

33. ORGANISATIONAL CHANGE

33.1 Existing Organisational Change Agreements

Any Employer with an existing organisational change agreement (however titled) with the ANF that is reduced to writing will continue to apply the terms of that Agreement as though they were terms of this Agreement.

An Employer without such an agreement will, as a minimum, apply the following Policy of Industrial Relations Victoria:

33.2 Employers without existing Organisational Change Agreements.

33.2.1 Where an employer has made a definite decision to implement major changes in its program organisation, structure or technology that are likely to have a significant impact on employees, the employer shall, as early as practicable, consult with employees, the local representatives of the union and the ANF, before the introduction of any proposed changes.
33.2.2 The employer shall discuss with the affected employees, their union representatives at the workplace and the Union, amongst other things:

- the introduction of changes that are likely to have significant effect on employees;
- the effects such changes are likely to have on employees;
- the reasons for any proposed redundancies and measures to avert or mitigate adverse effects of such changes on employees.

33.2.3 For the purposes of such discussion, the employer shall provide in writing to the affected employees and their union representatives:

- all relevant information about the changes, including the nature of the changes proposed;
- reasons for any proposed redundancies and the number of employees and categories likely to be affected; and
- the expected effects of the changes on employees and other matters that may impact on them, provided that the employer is not required to disclose confidential information, the disclosure of which would be contrary to the employers interests.

SIGNED for and on behalf of EMPLOYERS referred to in Schedule A by the authorised representatives in the presence of:

______________________
Signature

______________________
Name (print)

Witness

______________________
Name of Witness (print)

SIGNED for and on behalf of AUSTRALIAN NURSING FEDERATION by its authorised officers in the presence of:

______________________
Signature

______________________
Name (print)

Witness

______________________
Name of Witness (print)
SIGNED for and on behalf of HEALTH SERVICES UNION OF AUSTRALIA by its authorised officers in the presence of:

Signature

Name (print)

Witness

Name of Witness (print)

**SCHEDULE A - LIST OF EMPLOYERS**

<table>
<thead>
<tr>
<th>Employer</th>
<th>Street</th>
<th>Suburb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandra District Hospital</td>
<td>20 Cooper Street</td>
<td>Alexandra</td>
</tr>
<tr>
<td>Alpine Health</td>
<td>O'Donnell Avenue</td>
<td>Myrtleford</td>
</tr>
<tr>
<td>Austin Health</td>
<td>Studley Road</td>
<td>Heidelberg</td>
</tr>
<tr>
<td>Bairnsdale Regional Health Service</td>
<td>Day Street</td>
<td>Bairnsdale</td>
</tr>
<tr>
<td>Ballarat Community Health Centre Inc</td>
<td>260 Vickers Street</td>
<td>Sebastopol</td>
</tr>
<tr>
<td>Ballarat District Nursing and Healthcare</td>
<td>1818 Sturt Street</td>
<td>Ballarat</td>
</tr>
<tr>
<td>Ballarat Health Services</td>
<td>Drummond Street</td>
<td>North Ballarat</td>
</tr>
<tr>
<td>Banyule Community Health Service Inc</td>
<td>Cnr Alamein Road &amp; Catalina Street</td>
<td>West Heidelberg</td>
</tr>
<tr>
<td>Barwon Health</td>
<td>Ryrie Street</td>
<td>Geelong</td>
</tr>
<tr>
<td>Bass Coast Community Health Service</td>
<td>1 Back Beach Road</td>
<td>San Remo</td>
</tr>
<tr>
<td>Bass Coast Regional Health</td>
<td>Graham Street</td>
<td>Wonthaggi</td>
</tr>
<tr>
<td>Bayside Health</td>
<td>Commercial Road</td>
<td>Prahran</td>
</tr>
<tr>
<td>Beaufort and Skipton Health Service</td>
<td>28 Havelock Street</td>
<td>Beaufort</td>
</tr>
<tr>
<td>Beechworth Health Service Inc</td>
<td>5 Warner Road</td>
<td>Beechworth</td>
</tr>
<tr>
<td>Bellarine Peninsula Community Health Service Inc</td>
<td>Cnr Nelson &amp; Grimes</td>
<td>Point Lonsdale</td>
</tr>
<tr>
<td>Benalla &amp; District Memorial Hospital</td>
<td>45-63 Coster Street</td>
<td>Benalla</td>
</tr>
<tr>
<td>Bendigo Community Health Services Incorporated</td>
<td>Seymour Street</td>
<td>Eaglehawk</td>
</tr>
<tr>
<td>Bendigo Health Care Group</td>
<td>Lucan Street</td>
<td>Bendigo</td>
</tr>
<tr>
<td>Bentleigh Bayside Community Health Service Inc</td>
<td>Gardeners Road</td>
<td>Bentleigh East</td>
</tr>
<tr>
<td>Boort District Hospital</td>
<td>Kiniry Street</td>
<td>Boort</td>
</tr>
<tr>
<td>Calvary Health Bethlehem Hospital Ltd.</td>
<td>476 Kooyong Road</td>
<td>Caulfield</td>
</tr>
<tr>
<td>Casterton Memorial Hospital</td>
<td>63-69 Russell Street</td>
<td>Casterton</td>
</tr>
<tr>
<td>Castlemaine District Community Health Centre (C.H.I.R.P) Inc</td>
<td>13 Mostyn Street</td>
<td>Castlemaine</td>
</tr>
<tr>
<td>Central Bayside Community Health Services Inc</td>
<td>335 Nepean Highway</td>
<td>Parkdale</td>
</tr>
<tr>
<td>Central Gippsland Health Service</td>
<td>Guthridge Parade</td>
<td>Sale</td>
</tr>
<tr>
<td>Cobaw Community Health Service Inc</td>
<td>47 High Street</td>
<td>Kyneton</td>
</tr>
<tr>
<td>Cobram District Hospital</td>
<td>Broadway Street</td>
<td>Cobram</td>
</tr>
<tr>
<td>Location</td>
<td>Address</td>
<td>Suburb</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>----------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Cohuna District Hospital</td>
<td>King George Street</td>
<td>Cohuna</td>
</tr>
<tr>
<td>Colac Area Health</td>
<td>Corangamite Street</td>
<td>Colac</td>
</tr>
<tr>
<td>Coleraine District Health Services</td>
<td>McKerby Street</td>
<td>Coleraine*</td>
</tr>
<tr>
<td>Darebin Community Health Service Inc.</td>
<td>Cnr Blake &amp; Crevelli Streets</td>
<td>Reservoir East</td>
</tr>
<tr>
<td>Darlingford Upper Goulburn North</td>
<td>High Street</td>
<td>Eildon</td>
</tr>
<tr>
<td>Dental Health Services Victoria</td>
<td>720 Swanston Street</td>
<td>Carlton</td>
</tr>
<tr>
<td>Dianella Community Health Inc.</td>
<td>35 Johnstone Street</td>
<td>Broadmeadows</td>
</tr>
<tr>
<td>Djerriwarrh Health Services</td>
<td>Grant Street</td>
<td>Bacchus Marsh</td>
</tr>
<tr>
<td>Douutta Galla Community Health Service Inc</td>
<td>25 Norwood Crescent</td>
<td>Moonee Ponds</td>
</tr>
<tr>
<td>Dunmunkle Health Services</td>
<td>23-25 Church Street</td>
<td>Minyip</td>
</tr>
<tr>
<td>East Grampians Health Service</td>
<td>Girdlestone Street</td>
<td>Ararat</td>
</tr>
<tr>
<td>East Wimmera Health Service</td>
<td>North Western Road</td>
<td>St Arnaud</td>
</tr>
<tr>
<td>Eastern Access Community Health Inc.</td>
<td>75 Patterson Street</td>
<td>Ringwood East</td>
</tr>
<tr>
<td>Eastern Health</td>
<td>Nelson Road</td>
<td>Box Hill</td>
</tr>
<tr>
<td>Echuca Regional Health</td>
<td>9-27 Frances Street</td>
<td>Echuca</td>
</tr>
<tr>
<td>Edenhope &amp; District Hospital</td>
<td>128-134 Elizabeth Street</td>
<td>Edenhope</td>
</tr>
<tr>
<td>Ensay Community Health Centre Inc.</td>
<td>Omeo Hwy</td>
<td>Ensay</td>
</tr>
<tr>
<td>Gippsland Southern Health Service</td>
<td>Koonawarra Road</td>
<td>Leongatha</td>
</tr>
<tr>
<td>Glenview Community Care Inc.</td>
<td>168 High Street</td>
<td>Rutherglen</td>
</tr>
<tr>
<td>Goulburn Valley Community Health Service Inc</td>
<td>272 Maude Street</td>
<td>Shepparton</td>
</tr>
<tr>
<td>Goulburn Valley Health</td>
<td>Graham Street</td>
<td>Shepparton</td>
</tr>
<tr>
<td>Grampians Community Health Centre Inc</td>
<td>40-44 Wimmera Street</td>
<td>Stawell</td>
</tr>
<tr>
<td>Hepburn Health Service</td>
<td>Hospital Street</td>
<td>Daylesford</td>
</tr>
<tr>
<td>Hesse Rural Health Service</td>
<td>8 Gosney Street</td>
<td>Winchelsea</td>
</tr>
<tr>
<td>Heywood Rural Health Service</td>
<td>21 Barclay Street</td>
<td>Heywood</td>
</tr>
<tr>
<td>Inglewood &amp; District Health Service</td>
<td>Hospital Street</td>
<td>Inglewood</td>
</tr>
<tr>
<td>Inner East Community Health Service Inc</td>
<td>378 Burwood Road</td>
<td>Hawthorn</td>
</tr>
<tr>
<td>Inner South Community Health Service Inc</td>
<td>332 Carlisle Street</td>
<td>Balaclava</td>
</tr>
<tr>
<td>ISIS Primary Care Inc.</td>
<td>1 Andrea Street</td>
<td>St Albans</td>
</tr>
<tr>
<td>Kerang District Health</td>
<td>Burgoyne Street</td>
<td>Kerang</td>
</tr>
<tr>
<td>Kilmore &amp; District Hospital</td>
<td>Rutledge Street</td>
<td>Kilmore</td>
</tr>
<tr>
<td>Knox Community Health Service Inc</td>
<td>Rear 511 Burwood Hwy</td>
<td>Wantirna South</td>
</tr>
<tr>
<td>Kooweerup Regional Health Service</td>
<td>Rossiter Road</td>
<td>Kooweerup</td>
</tr>
<tr>
<td>Koroi &amp; District Memorial Health Services</td>
<td>Mill Street</td>
<td>Koroi</td>
</tr>
<tr>
<td>Kyabram and District Health Service</td>
<td>Fenaughty Street</td>
<td>Kyabram</td>
</tr>
<tr>
<td>Kyneton District Health Service</td>
<td>Simpson Street</td>
<td>Kyneton</td>
</tr>
<tr>
<td>Lakes Entrance Community Health Centre Inc</td>
<td>18 Jemmeson Street</td>
<td>Lakes Entrance</td>
</tr>
<tr>
<td>Latrobe Community Health Service Inc.</td>
<td>81-83 Buckley Street</td>
<td>Morwell</td>
</tr>
<tr>
<td>Latrobe Regional Hospital</td>
<td>Princes Highway</td>
<td>Traralgon</td>
</tr>
<tr>
<td>Lorne Community Hospital</td>
<td>Mountjoy Parade</td>
<td>Lorne</td>
</tr>
<tr>
<td>Lyndoch Warrnambool Inc</td>
<td>Hopkins Road</td>
<td>Warrnambool</td>
</tr>
<tr>
<td>Macedon Ranges Health Service</td>
<td>5 Neal Street</td>
<td>Gisborne</td>
</tr>
<tr>
<td>Maldon Hospital</td>
<td>Chapel Street</td>
<td>Maldon</td>
</tr>
<tr>
<td>Mallee Track Health &amp; Community Service</td>
<td>28 Britt Street</td>
<td>Ouyen</td>
</tr>
<tr>
<td>Manangatang &amp; District Hospital</td>
<td>Pioneer Street</td>
<td>Manangatang</td>
</tr>
<tr>
<td>Manningham Community Health Service Inc</td>
<td>8 Jackson Court</td>
<td>Doncaster East</td>
</tr>
<tr>
<td>Hospital Name</td>
<td>Address</td>
<td>City</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Mansfield District Hospital</td>
<td>53 Highett Street</td>
<td>Mansfield</td>
</tr>
<tr>
<td>Maryborough District Health Service</td>
<td>Clarendon Street</td>
<td>Maryborough</td>
</tr>
<tr>
<td>McIvor Health &amp; Community Services</td>
<td>39 Hospital Street</td>
<td>Heathcote</td>
</tr>
<tr>
<td>Melbourne Health</td>
<td>Grattan Street</td>
<td>Parkville</td>
</tr>
<tr>
<td>Mercy Public Hospitals Inc.</td>
<td>126 Clarendon Street and</td>
<td>East</td>
</tr>
<tr>
<td></td>
<td>300 Princes Highway</td>
<td>Melbourne</td>
</tr>
<tr>
<td>Mildura Base Hospital</td>
<td>Ontario Avenue</td>
<td>Mildura</td>
</tr>
<tr>
<td>Mitchell Community Health Services Inc.</td>
<td>158 High Street</td>
<td>Broadford</td>
</tr>
<tr>
<td>Monashlink Community Health Service Inc.</td>
<td>219 High Street Road</td>
<td>Ashwood</td>
</tr>
<tr>
<td>Moreland Community Health Service Inc</td>
<td>11 Glenlyon Road</td>
<td>Brunswick</td>
</tr>
<tr>
<td>Moyne Health Services</td>
<td>Villiers Street</td>
<td>Port Fairy</td>
</tr>
<tr>
<td>Mt Alexander Hospital</td>
<td>Corish Street</td>
<td>Castlemaine</td>
</tr>
<tr>
<td>Nathalia District Hospital</td>
<td>Elizabeth Street</td>
<td>Nathalia</td>
</tr>
<tr>
<td>Nillumbik Community Health Service</td>
<td>917 Main Road</td>
<td>Eltham</td>
</tr>
<tr>
<td>North Richmond Community Health Centre Inc</td>
<td>23 Lennox Street</td>
<td>Richmond</td>
</tr>
<tr>
<td>North Yarra Community Health Inc.</td>
<td>365 Hoddle Street</td>
<td>Collingwood</td>
</tr>
<tr>
<td>Northeast Health Wangaratta</td>
<td>Green Street</td>
<td>Wangaratta</td>
</tr>
<tr>
<td>Northern District Community Health Service Inc</td>
<td>98 Nolan Street</td>
<td>Kerang</td>
</tr>
<tr>
<td>Northern Health</td>
<td>185 Cooper Street</td>
<td>Epping</td>
</tr>
<tr>
<td>Nowa Nowa Community Health Centre Inc</td>
<td>Princes Highway</td>
<td>Nowa Nowa</td>
</tr>
<tr>
<td>Numurkah District Health Service</td>
<td>Katamatitie Road</td>
<td>Numurkah</td>
</tr>
<tr>
<td>O'Connell Family Centre (Grey Sisters) Inc</td>
<td>6 Mont Albert Road</td>
<td>Canterbury</td>
</tr>
<tr>
<td>Omeo District Health</td>
<td>Easton Street</td>
<td>Omeo</td>
</tr>
<tr>
<td>Orbost Regional Health</td>
<td>Boundary Road</td>
<td>Orbost</td>
</tr>
<tr>
<td>Otway Health and Community Services</td>
<td>McLachlan Street</td>
<td>Apollo Bay</td>
</tr>
<tr>
<td>Ovens and King Community Health Service Inc</td>
<td>86-90 Rowan Street</td>
<td>Wangaratta</td>
</tr>
<tr>
<td>Peninsula Community Health Service</td>
<td>19 Albert Street</td>
<td>Mornington</td>
</tr>
<tr>
<td>Peninsula Health</td>
<td>Hastings Rd</td>
<td>Frankston</td>
</tr>
<tr>
<td>Peter MacCallum Cancer Institute</td>
<td>7 St Andrews Place</td>
<td>East</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Melbourne</td>
</tr>
<tr>
<td>Plenty Valley Community Health Services Inc</td>
<td>187 Cooper Street</td>
<td>Epping</td>
</tr>
<tr>
<td>Portland District Health</td>
<td>Bentinck Street</td>
<td>Portland</td>
</tr>
<tr>
<td>Queen Elizabeth Centre</td>
<td>53 Thomas Street</td>
<td>Noble Park</td>
</tr>
<tr>
<td>Ranges Community Health Service Inc</td>
<td>17 Clarke Street</td>
<td>Lilydale</td>
</tr>
<tr>
<td>Red Cliffs Community and Aged Care Inc.</td>
<td>PO Box 41</td>
<td>Red Cliffs</td>
</tr>
<tr>
<td>Robinvale District Health Services</td>
<td>Latje Road</td>
<td>Robinvale</td>
</tr>
<tr>
<td>Rochester &amp; Elmore District Health Service</td>
<td>Pascoe Street</td>
<td>Rochester</td>
</tr>
<tr>
<td>Royal Children's Hospital</td>
<td>Flemington Road</td>
<td>Parkville</td>
</tr>
<tr>
<td>Royal Victorian Eye &amp; Ear Hospital, The</td>
<td>32 Gisborne Street</td>
<td>East</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Melbourne</td>
</tr>
<tr>
<td>Royal Women's Hospital</td>
<td>132 Grattan St</td>
<td>Carlton</td>
</tr>
<tr>
<td>Rural Northwest Health</td>
<td>Dimboola Road</td>
<td>Warracknabeal</td>
</tr>
<tr>
<td>Seymour District Memorial Hospital</td>
<td>Brettoneaux Street</td>
<td>Seymour</td>
</tr>
<tr>
<td>South East Palliative Care Inc.</td>
<td>126 Cleeland Street</td>
<td>Dandenong</td>
</tr>
<tr>
<td>South Gippsland Hospital</td>
<td>Station Road</td>
<td>Foster</td>
</tr>
</tbody>
</table>
### South West Healthcare
Sloane Street
South West Healthcare Ryot Street

### Southern Health
246 Clayton Road
Southern Health 41 Victoria Parade

### St Vincent's Health Melbourne
St Vincent's Health Melbourne 41 Victoria Parade

### Stawell Regional Health
Sloane Street
Stawell Regional Health Sloane Street

### Sunbury Community Health Centre Inc.
Cnr Gap Road & Home Street
Sunbury Community Health Centre Inc Cnr Gap Road & Home Street

### Sunraysia Community Health Services Inc
Ramsay Court
Sunraysia Community Health Services Inc Ramsay Court

### Swan Hill District Hospital
Splatt Street
Swan Hill District Hospital Splatt Street

### Tallangatta Health Service
Barree Street
Tallangatta Health Service Barree Street

### Terang & Mortlake Health Service
1 Austin Avenue
Terang & Mortlake Health Service 1 Austin Avenue

### Timboon & District Health Care Service
Hospital Road
Timboon & District Health Care Service Hospital Road

### Tweddle Child & Family Health Service
53 Adelaide Street
Tweddle Child & Family Health Service 53 Adelaide Street

### Upper Hume Community Health Service Inc.
12 Stanley Street
Upper Hume Community Health Service Inc 12 Stanley Street

### Upper Murray Health Community Services
Keill Street
Upper Murray Health Community Services Keill Street

### West Gippsland Healthcare Group
Landsborough Road
West Gippsland Healthcare Group Landsborough Road

### West Wimmera Health Service
45 Nelson Street
West Wimmera Health Service 45 Nelson Street

### Western District Health Service
Foster Street
Western District Health Service Foster Street

### Western Health
Gordon Street
Western Health Gordon Street

### Western Region Health Centre Ltd.
72-78 Paisley Street
Western Region Health Centre Ltd. 72-78 Paisley Street

### Whitehorse Community Health Service Inc
65-67 Carrington Road
Whitehorse Community Health Service Inc 65-67 Carrington Road

### Wimmera Health Care Group
Baillie Street
Wimmera Health Care Group Baillie Street

### Wodonga Regional Health Service
Vermont Street
Wodonga Regional Health Service Vermont Street

### Yarram & District Health Service
85 Commercial Road
Yarram & District Health Service 85 Commercial Road

### Yarrawonga District Health Service
33 Piper Street
Yarrawonga District Health Service 33 Piper Street

### Yea and District Memorial Hospital
45 Station Street
Yea and District Memorial Hospital 45 Station Street

---

## SCHEDULE B - CLASSIFICATIONS AND SALARY INCREASES

### A. SALARIES - REGISTERED NURSES DIVISIONS 1, 2 AND 5

The following salaries will become payable to Employees from the first pay period commencing on or after the date specified in the columns below.

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>01/10/2007</th>
<th>01/10/2008</th>
<th>01/10/2009</th>
<th>01/10/2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RN Grade 1 - Div 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trainee Year 1</td>
<td>$607.10</td>
<td>$626.80</td>
<td>$647.20</td>
<td>$668.20</td>
</tr>
<tr>
<td>Trainee Year 2</td>
<td>$658.20</td>
<td>$679.60</td>
<td>$701.70</td>
<td>$724.50</td>
</tr>
<tr>
<td><strong>Year 1 (entry - general)</strong></td>
<td>$743.40</td>
<td>$767.60</td>
<td>$792.50</td>
<td>$818.30</td>
</tr>
<tr>
<td><strong>Year 2 (entry - new Cert IV with Med Qual)</strong></td>
<td>$758.90</td>
<td>$783.60</td>
<td>$809.10</td>
<td>$835.40</td>
</tr>
<tr>
<td><strong>Year 3 (entry - Diploma)</strong></td>
<td>$774.40</td>
<td>$799.60</td>
<td>$825.60</td>
<td>$852.40</td>
</tr>
<tr>
<td><strong>Year 4</strong></td>
<td>$789.90</td>
<td>$815.60</td>
<td>$842.10</td>
<td>$869.50</td>
</tr>
<tr>
<td><strong>Year 5</strong></td>
<td>$805.40</td>
<td>$831.60</td>
<td>$858.60</td>
<td>$886.50</td>
</tr>
<tr>
<td><strong>Year 6</strong></td>
<td>$820.80</td>
<td>$847.50</td>
<td>$875.00</td>
<td>$903.40</td>
</tr>
<tr>
<td><strong>Year 7</strong></td>
<td>$836.30</td>
<td>$863.50</td>
<td>$891.60</td>
<td>$920.60</td>
</tr>
<tr>
<td><strong>Year 8</strong></td>
<td>$846.70</td>
<td>$874.20</td>
<td>$902.60</td>
<td>$931.90</td>
</tr>
<tr>
<td><strong>RN Grade 2 - Div 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1 (Graduate Entry)</td>
<td>$851.30</td>
<td>$879.00</td>
<td>$907.60</td>
<td>$937.10</td>
</tr>
<tr>
<td>Year 2</td>
<td>$884.30</td>
<td>$913.00</td>
<td>$942.70</td>
<td>$973.30</td>
</tr>
<tr>
<td>Year 3</td>
<td>$917.40</td>
<td>$947.20</td>
<td>$978.00</td>
<td>$1,009.80</td>
</tr>
<tr>
<td>Year 4</td>
<td>$950.40</td>
<td>$981.30</td>
<td>$1,013.20</td>
<td>$1,046.10</td>
</tr>
<tr>
<td>Year 5</td>
<td>$983.50</td>
<td>$1,015.50</td>
<td>$1,048.50</td>
<td>$1,082.60</td>
</tr>
<tr>
<td>Year 6</td>
<td>$1,016.50</td>
<td>$1,049.50</td>
<td>$1,083.60</td>
<td>$1,118.80</td>
</tr>
<tr>
<td>Year 7</td>
<td>$1,049.50</td>
<td>$1,083.60</td>
<td>$1,118.80</td>
<td>$1,155.20</td>
</tr>
<tr>
<td>Year 8</td>
<td>$1,075.30</td>
<td>$1,110.20</td>
<td>$1,146.30</td>
<td>$1,183.60</td>
</tr>
<tr>
<td>Year 9</td>
<td>$1,101.20</td>
<td>$1,137.00</td>
<td>$1,174.00</td>
<td>$1,212.20</td>
</tr>
<tr>
<td>Year 10</td>
<td>$1,127.00</td>
<td>$1,163.60</td>
<td>$1,201.40</td>
<td>$1,240.40</td>
</tr>
<tr>
<td>CNS</td>
<td>$1,160.00</td>
<td>$1,197.70</td>
<td>$1,236.60</td>
<td>$1,276.80</td>
</tr>
<tr>
<td>RN Grade 3A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>$1,173.70</td>
<td>$1,211.80</td>
<td>$1,251.20</td>
<td>$1,291.90</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,185.40</td>
<td>$1,223.90</td>
<td>$1,263.70</td>
<td>$1,304.80</td>
</tr>
<tr>
<td>RN Grade 3B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>$1,204.20</td>
<td>$1,243.30</td>
<td>$1,283.70</td>
<td>$1,325.40</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,220.40</td>
<td>$1,260.10</td>
<td>$1,301.10</td>
<td>$1,343.40</td>
</tr>
<tr>
<td>ANUM</td>
<td>$1,227.10</td>
<td>$1,267.00</td>
<td>$1,308.20</td>
<td>$1,350.70</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,253.90</td>
<td>$1,294.70</td>
<td>$1,336.80</td>
<td>$1,380.20</td>
</tr>
<tr>
<td>RN Grade 4A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>$1,285.00</td>
<td>$1,326.80</td>
<td>$1,369.90</td>
<td>$1,414.40</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,310.80</td>
<td>$1,353.40</td>
<td>$1,397.40</td>
<td>$1,442.80</td>
</tr>
<tr>
<td>RN Grade 4B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>$1,341.70</td>
<td>$1,385.30</td>
<td>$1,430.30</td>
<td>$1,476.80</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,368.60</td>
<td>$1,413.10</td>
<td>$1,459.00</td>
<td>$1,506.40</td>
</tr>
<tr>
<td>NUM</td>
<td>$1,436.10</td>
<td>$1,482.80</td>
<td>$1,531.00</td>
<td>$1,580.80</td>
</tr>
<tr>
<td>Year 2</td>
<td>$1,471.40</td>
<td>$1,519.20</td>
<td>$1,568.60</td>
<td>$1,619.60</td>
</tr>
<tr>
<td>Year 3</td>
<td>$1,506.20</td>
<td>$1,555.20</td>
<td>$1,605.70</td>
<td>$1,657.90</td>
</tr>
<tr>
<td>RN Grade 5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13-50 beds</td>
<td>$1,368.30</td>
<td>$1,412.80</td>
<td>$1,458.70</td>
<td>$1,506.10</td>
</tr>
<tr>
<td>51-200 beds</td>
<td>$1,396.00</td>
<td>$1,441.40</td>
<td>$1,488.20</td>
<td>$1,536.60</td>
</tr>
<tr>
<td>201-400 beds</td>
<td>$1,451.00</td>
<td>$1,498.20</td>
<td>$1,546.90</td>
<td>$1,597.20</td>
</tr>
<tr>
<td>401-600 beds</td>
<td>$1,506.30</td>
<td>$1,555.30</td>
<td>$1,605.80</td>
<td>$1,658.00</td>
</tr>
<tr>
<td>601 and over</td>
<td>$1,561.60</td>
<td>$1,612.40</td>
<td>$1,664.80</td>
<td>$1,718.90</td>
</tr>
<tr>
<td>RN Grade 6</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>51-100 beds</td>
<td>$1,396.00</td>
<td>$1,441.40</td>
<td>$1,488.20</td>
<td>$1,536.60</td>
</tr>
<tr>
<td>101-200 beds</td>
<td>$1,451.00</td>
<td>$1,498.20</td>
<td>$1,546.90</td>
<td>$1,597.20</td>
</tr>
<tr>
<td>201-300 beds</td>
<td>$1,506.30</td>
<td>$1,555.30</td>
<td>$1,605.80</td>
<td>$1,658.00</td>
</tr>
<tr>
<td>301-400 beds</td>
<td>$1,561.60</td>
<td>$1,612.40</td>
<td>$1,664.80</td>
<td>$1,718.90</td>
</tr>
<tr>
<td>401-500 beds</td>
<td>$1,635.30</td>
<td>$1,688.40</td>
<td>$1,743.30</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>501-700 beds</td>
<td>$1,705.50</td>
<td>$1,760.90</td>
<td>$1,818.10</td>
<td>$1,877.20</td>
</tr>
<tr>
<td>701 and over</td>
<td>$1,797.70</td>
<td>$1,856.10</td>
<td>$1,916.40</td>
<td>$1,978.70</td>
</tr>
<tr>
<td>RN Grade 7</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Less than 13 beds</td>
<td>$1,396.00</td>
<td>$1,441.40</td>
<td>$1,488.20</td>
<td>$1,536.60</td>
</tr>
<tr>
<td>13-24 beds</td>
<td>$1,451.00</td>
<td>$1,498.20</td>
<td>$1,546.90</td>
<td>$1,597.20</td>
</tr>
<tr>
<td>25-50 beds</td>
<td>$1,506.30</td>
<td>$1,555.30</td>
<td>$1,605.80</td>
<td>$1,658.00</td>
</tr>
<tr>
<td>51-100 beds</td>
<td>$1,561.60</td>
<td>$1,612.40</td>
<td>$1,664.80</td>
<td>$1,718.90</td>
</tr>
<tr>
<td>101-200 beds</td>
<td>$1,635.30</td>
<td>$1,688.40</td>
<td>$1,743.30</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>201-300 beds</td>
<td>$1,705.50</td>
<td>$1,760.90</td>
<td>$1,818.10</td>
<td>$1,877.20</td>
</tr>
<tr>
<td>301-400 beds</td>
<td>$1,797.70</td>
<td>$1,856.10</td>
<td>$1,916.40</td>
<td>$1,978.70</td>
</tr>
<tr>
<td>401-500 beds</td>
<td>$1,889.60</td>
<td>$1,951.00</td>
<td>$2,014.40</td>
<td>$2,079.90</td>
</tr>
<tr>
<td>Beds Range</td>
<td>Amount 1st Year (Base Rate)</td>
<td>Amount 2nd Year</td>
<td>Amount 3rd Year</td>
<td>Amount 4th Year</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>501-600 beds</td>
<td>$1,981.70</td>
<td>$2,046.10</td>
<td>$2,112.60</td>
<td>$2,181.30</td>
</tr>
<tr>
<td>601-700 beds</td>
<td>$2,092.20</td>
<td>$2,160.20</td>
<td>$2,230.40</td>
<td>$2,302.90</td>
</tr>
<tr>
<td>701 and over</td>
<td>$2,208.30</td>
<td>$2,280.10</td>
<td>$2,354.20</td>
<td>$2,430.70</td>
</tr>
</tbody>
</table>

**RN - Group C - Div 5**

<table>
<thead>
<tr>
<th>Experience Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st year</td>
<td>$759.00</td>
</tr>
<tr>
<td>During 2nd year</td>
<td>$777.00</td>
</tr>
<tr>
<td>During 3rd year</td>
<td>$793.50</td>
</tr>
<tr>
<td>During 4th year</td>
<td>$809.50</td>
</tr>
<tr>
<td>During 5th year</td>
<td>$825.00</td>
</tr>
<tr>
<td>During 6th year</td>
<td>$840.50</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$855.80</td>
</tr>
</tbody>
</table>

**RN - Group D - Div 5**

<table>
<thead>
<tr>
<th>Experience Duration</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st year</td>
<td>$777.00</td>
</tr>
<tr>
<td>During 2nd year</td>
<td>$793.50</td>
</tr>
<tr>
<td>During 3rd year</td>
<td>$809.50</td>
</tr>
<tr>
<td>During 4th year</td>
<td>$825.00</td>
</tr>
<tr>
<td>During 5th year</td>
<td>$840.50</td>
</tr>
<tr>
<td>Thereafter</td>
<td>$855.80</td>
</tr>
</tbody>
</table>

**B. SALARY INCREASES FOR ALL NURSES**

<table>
<thead>
<tr>
<th>Date</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 October, 2007</td>
<td>New Base salary + 3.25%</td>
</tr>
<tr>
<td>1 October, 2008</td>
<td>3.25%</td>
</tr>
<tr>
<td>1 October, 2009</td>
<td>3.25%</td>
</tr>
<tr>
<td>1 October, 2010</td>
<td>3.25%</td>
</tr>
</tbody>
</table>

The first increase will be applicable on and from the first full pay period commencing on or after 1 October 2007. All increases to salaries and allowances have been incorporated into the salary and wage schedule above.

**C. ALLOWANCES**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1/10/07</th>
<th>1/10/07</th>
<th>1/10/07</th>
<th>1/10/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Nurses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morning shift</td>
<td>21.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Afternoon shift</td>
<td>21.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night shift</td>
<td>49.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent night</td>
<td>57.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Call Allowance</td>
<td>22.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Roster Allowance</td>
<td>22.90</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hospital / Grad Certificate</td>
<td>36.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post Grad Diploma or Degree</td>
<td>59.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Masters / PhD</td>
<td>68.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Allowance</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>--------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Uniform Allowance</td>
<td>1.26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry Allowance</td>
<td>6.26</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Allowance Motor Cars (35 PMU &amp; over)</td>
<td>0.87</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(under 35 PMU)</td>
<td>0.72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motor Cycles (250cc &amp; over)</td>
<td>0.42</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(under 250cc)</td>
<td>0.32</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bicycles</td>
<td>0.09</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meal Allowance (during overtime)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After 1 hour of shift</td>
<td>9.36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>After 4 hours of shift</td>
<td>7.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 hours on a Sat or RDO</td>
<td>9.36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 hours on a Sat or RDO</td>
<td>7.48</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Allowance</td>
<td>12.85</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MAXIMUM LEAVE LOADING</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly Salary Exceeds</td>
<td>1,396.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Loading Amount</td>
<td>977.20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enrolled Nurse</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shift Allowance Morning shift</td>
<td>18.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Afternoon shift</td>
<td>18.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Night shift</td>
<td>46.80</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent night</td>
<td>53.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of shift</td>
<td>29.70</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Call Allowance</td>
<td>18.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change of Roster Allowance</td>
<td>18.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 1</td>
<td>74.34</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 2</td>
<td>75.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 3</td>
<td>77.44</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 4</td>
<td>78.99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 5</td>
<td>80.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 6</td>
<td>82.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 7</td>
<td>83.63</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SEN Yr 8</td>
<td>84.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Certificate Allowance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 1</td>
<td>29.74</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 2</td>
<td>30.36</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 3</td>
<td>30.98</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 4</td>
<td>31.60</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 5</td>
<td>32.22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 6</td>
<td>32.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 7</td>
<td>33.45</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 month course - SEN Yr 8</td>
<td>33.87</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 1</td>
<td>55.76</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 2</td>
<td>56.92</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 3</td>
<td>58.08</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 4</td>
<td>59.24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 5</td>
<td>60.41</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 6</td>
<td>61.56</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 7</td>
<td>62.72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month course - SEN Yr 8</td>
<td>63.50</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Uniform Allowance $1.33
Laundry Allowance $0.34
Telephone Allowance Per fortnight 12.85
Vehicle Allowance Motor Cars (35 PMU & over) $0.88
(under 35 PMU) $0.73
Motor Cycles (250cc & over) $0.42
(under 250cc) $0.32
Bicycles $0.09
Meal Allowance (during overtime)
After 1 hour of shift $9.89
After 4 hours of shift $7.92
5 hours on a Sat or RDO $9.89
9 hours on a Sat or RDO $7.92
Mothercraft Nurse
Shift Allowance Morning Shift 19.00
Afternoon Shift 19.00
Night Shift 46.90
Permanent Night Shift 53.80
On Call Allowance 19.00
Uniform Allowance 1.42
Laundry Allowance 0.31
Vehicle Allowance Motor Cars (35 PMU & over) $0.87
(under 35 PMU) $0.72
Motor Cycles (250cc & over) $0.42
(under 250cc) $0.32
Bicycles $0.09
Telephone Allowance Per fortnight 12.85
Meal Allowance (during overtime)
After 1 hour of shift 8.61
After 4 hours of shift 6.92
5 hours on a Sat or RDO 8.61
9 hours on a Sat or RDO 6.92

E. CLASSIFICATIONS

REGISTERED NURSES DIVISION 1

All classifications in the Award at clause 29 apply, subject to the amendments, which follow:

Clinical Consultant — a Registered Nurse Division 1 who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (ie. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to meet specified clinical nursing needs in a clinical discipline.
Clinical Consultant A - a Registered Nurse Division 1 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 Division 1 appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in her or his third and subsequent years of experience as a Clinical Consultant.

Clinical Consultant C - a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role, and

(a) is the sole Registered Nurse Division 1 in the specialty; or

(b) is in charge of a specialty team; or

(c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one campus/worksite/centre of the Health Service

District Nurses Level 2 - A Registered Nurses Division 1 with one year or more of experience as a District Nurse or with comparable community nursing experience. As part of the performance of the duties of this classification, a District Nurse level 2 will, if required by the Employer, undertake functions that could be expected of an experienced Employee such as orientation of new staff members and acting as a support person for inexperienced District Nurses, with these functions forming a part of position descriptions for District Nurses Level 2.

The term "sole Registered Nurses Division 1" 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 Division 1 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 Division 1 appointed as such who fulfils the clinical consultant role on an interstate or national basis.

Community Health Nurse (Sole) - a Registered Nurse Division 1 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.

Clinical Nurse Specialist -

(a) A Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and twelve months' experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties,
minimum of four year's post registration experience, including three years' experiences in the relevant specialist field; or

(b) A registered Nurse Division 1 who meets the criteria set out at Appendix 2.

Clinical Support Nurse - A Registered Nurse Division 1 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.

No Lift Coordinator — A Registered Nurse Division 1 or Division 2 appointed as such and who is responsible for co-ordinating the implementation and maintenance of no-lift practices and educational programs of an Employer.

F. CLASSIFICATIONS IN GRADES

The application of the classifications in grades set out below is subject to the transitional provisions contained in sub-clause 13.4 of this Agreement.

All relevant classifications in grades as set out in clause 31 of the Award apply, subject to the amendments, which follow.

A No Lift Co-ordinator other than a person classified in accordance with Grade 4A below shall be paid at a Grade no less than their current classification and pay point.

Grade 3B

A Registered Nurse Division 1 who at the direction of the Employer undertakes exclusively clinical care in domiciliary nursing including Hospital in the Home and Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

A Registered Nurse Division 1 appointed as a Clinical Support Nurse and paid as such.

Grade 4A

A Registered Nurse Division 1 who at the direction of the Employer undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (eg rostering of other staff, allocation of duties to other staff), in domiciliary nursing including Hospital in the Home and Post Acute Care. Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

A Registered Nurse Division 1 with less than two years of experience (as defined) as a Teacher, appointed as a Teacher in a non-major hospital and paid as such.

A Registered Nurse Division 1 appointed as a Clinical Consultant A and paid as such.
A Registered Nurse Division 1 or Division 2 appointed as a No Lift Co-ordinator pursuant to the funding made available by DHS set out in correspondence from Tim Lee of DHS to Lisa Fitzpatrick of the ANF dated 24 December 2004 and paid as such.

**Grade 4B**

A Registered Nurse Division 1 appointed as a Teacher in a major hospital and paid as such.

A Registered Nurse Division 1 with two years of experience (as defined) or more as a Teacher, appointed as a Teacher in a non-major hospital and paid as such.

A Registered Nurse Division 1 appointed as a Clinical Consultant B and paid as such.

**Associate Nurse Unit Manager**

A Registered Nurse Division 1 appointed as an Associate Nurse Unit Manager and paid as such.

**Nurse Unit Manager**

A Registered Nurse Division 1 appointed as a Nurse Unit Manager and paid as such.

A Registered Nurse Division 1 responsible for the day to day operation of a HITH/PAC or similar service (however titled). Provided specifically that any Employee performing this work immediately prior to the introduction of this Agreement will remain at their current classification where that classification is higher than the classification prescribed above.

**Grade 5**

A Registered Nurse Division 1 appointed as a Clinical Consultant C and paid as such. The first year rate of pay for this classification shall be the Grade 5 (51-200 beds). Thereafter the rate of pay for this classification shall be the Grade 5 (201-400 beds).

**Grade 6**

A Registered Nurse Division 1 appointed as a Clinical Consultant D and paid as such. The rate of pay for this classification shall be at the Grade 6 (301-400 beds).

**Grade 7**

A Registered Nurse Division appointed as a Clinical Consultant £ and paid as such. The rate of pay for this classification shall be the Grade 7 (401-500 beds).
SCHEDULE C - NURSE/PATIENT RATIOS AND MIDWIFE/PATIENT RATIOS

Nurse/patient ratios will not apply in respect of chemotherapy, dialysis, admission centres and day procedure centres or day surgery wards or units.

PART IA - GENERAL MEDICAL SURGICAL WARDS, ANTE/POST NATAL & AGED CARE (SUMMARY)

<table>
<thead>
<tr>
<th>Nurse-Patient Ratio</th>
<th>General Medical / Surgical Wards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1 AM 1:4 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 1 PM 1:4 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 1 ND 1:8</td>
</tr>
<tr>
<td></td>
<td>Level 2 AM 1:4 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 2 PM 1:5 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 2 ND 1:8</td>
</tr>
<tr>
<td></td>
<td>Level 3 AM 1:5 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 3 PM 1:6 +I/C</td>
</tr>
<tr>
<td></td>
<td>Level 3 ND 1:10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Midwife – Patient Ratio</th>
<th>Ante/Postnatal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>All Levels</td>
</tr>
<tr>
<td></td>
<td>AM 1:4 +I/C</td>
</tr>
<tr>
<td></td>
<td>PM 1:4 +I/C</td>
</tr>
<tr>
<td></td>
<td>ND* 1:6</td>
</tr>
</tbody>
</table>

- Night duty staff may assist in Levels 1 and 2 nurseries where geography and workload allows.

Other Hospitals (not listed as Levels 1 to 3 below) and Aged Care

<table>
<thead>
<tr>
<th>Nurse-Patient Ratio</th>
<th>Acute Wards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM 1:6 + I/C*</td>
</tr>
<tr>
<td></td>
<td>PM 1:7 + I/C*</td>
</tr>
<tr>
<td></td>
<td>ND 1:10</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Nurse-Patient Ratio</th>
<th>Aged Wards</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AM 1:7 + I/C*</td>
</tr>
<tr>
<td></td>
<td>PM 1:8 + I/C*</td>
</tr>
<tr>
<td></td>
<td>ND 1:15</td>
</tr>
</tbody>
</table>

* refer to Aged Care and Other Hospitals ratio

Level 1 (4+4)

Alfred
Austin & Repat Medical Centres
Monash
Royal Melbourne
St Vincent's
<table>
<thead>
<tr>
<th>Royal Children's</th>
</tr>
</thead>
<tbody>
<tr>
<td>Box Hill</td>
</tr>
<tr>
<td>Frankston</td>
</tr>
<tr>
<td>Geelong</td>
</tr>
<tr>
<td>Northern</td>
</tr>
<tr>
<td>Dandenong</td>
</tr>
<tr>
<td>Western (Footscray)</td>
</tr>
<tr>
<td>Peter MacCallum</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 2 (4+5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercy Hospital for Women</td>
</tr>
<tr>
<td>Royal Women's Hospital</td>
</tr>
<tr>
<td>Maroondah</td>
</tr>
<tr>
<td>Ballarat</td>
</tr>
<tr>
<td>Bendigo</td>
</tr>
<tr>
<td>Goulburn Valley</td>
</tr>
<tr>
<td>Latrobe</td>
</tr>
<tr>
<td>Sunshine</td>
</tr>
<tr>
<td>Werribee Mercy</td>
</tr>
<tr>
<td>Wangaratta</td>
</tr>
<tr>
<td>Mildura</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Level 3 (5+6)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angliss</td>
</tr>
<tr>
<td>Bairnsdale</td>
</tr>
<tr>
<td>Echuca</td>
</tr>
<tr>
<td>Gippsland Base (Sale)</td>
</tr>
<tr>
<td>Hamilton</td>
</tr>
<tr>
<td>Monash (Moorabbin)</td>
</tr>
<tr>
<td>Mt Alexander (acute)</td>
</tr>
<tr>
<td>Portland</td>
</tr>
<tr>
<td>Rosebud</td>
</tr>
<tr>
<td>Eye &amp; Ear</td>
</tr>
<tr>
<td>Sandringham</td>
</tr>
<tr>
<td>Swan Hill</td>
</tr>
<tr>
<td>Warragul</td>
</tr>
<tr>
<td>Warrnambool</td>
</tr>
<tr>
<td>Williamstown</td>
</tr>
<tr>
<td>Wimmerina</td>
</tr>
<tr>
<td>Wodonga</td>
</tr>
</tbody>
</table>
PART IB – INTERPRETATION

1 General Medical/Surgical Wards

(a) The following information is intended to assist in the interpretation of the methodology used to apply the nurse/patient ratios. Further, it is recognised that any application of the nurse/patient ratios must be flexible so that hospitals are able to adjust to variations in bed occupancy (up and down), subject to the meeting of the agreed nurse/patient ratios, and compliance with other requirements of the Award, agreements and employment contracts. The following information applies with respect to all ratios set out in Schedule C within wards and level 2 nurseries.

(b) The methodology used to apply the nurse/patient ratio needs to be consistent with the principle of ensuring that the number of nurses available is commensurate with the number of patients requiring care. Average occupancy may not reflect variations in patient numbers and therefore may not match staff to periods of peak demand.

(c) Consequently, the nurse/patient ratio should be calculated on actual patient numbers in a given ward or unit. If a hospital has a particular ward of 30 beds and only 26 beds are generally occupied, the four "unused" beds may only be used when additional staff are available to meet the ratio requirements.

(d) While the nurse/patient ratio set out in Schedule C will apply to the number of beds that are generally occupied, any occupancy of additional beds is subject to:

(i) additional beds being available; and

(ii) nurses being rostered to the level required to meet the nurse/patient ratio for the duration of the occupancy of additional beds.

In this context, "rostered" does not require the application of normal Award notice periods.

(e) Where demand requires fewer beds, staffing may be adjusted down or redeployed prior to the commencement of shifts, subject to compliance with relevant provisions in awards, certified agreements or an individual's employment contract.

(f) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of more than 0.5%, rounding up shall be required.

(g) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of 0.5% or less rounding down shall be regarded as being in compliance with the ratio.

(h) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of 0.5%, prima facie rounding down shall occur. This is subject to the following safeguards:

(i) patient care is not to be compromised;

(ii) if the number of patients outside the nurse/patient ratio exceeds 50% of the requirement to appoint an additional nurse, a further nurse must be appointed.
(j) The parties agree to ensure that the 300 EFT will be allocated to deal with the AM/PM shift use of the 50% rule.

(k) It is agreed that the parties will have a baseline of resources so that in the event of any change in the configuration of wards or units, such change will be examined to ensure that the additional EFT (arising from (j) above) is dedicated to the corresponding reconfigured ward or unit.

(l) This allocation of 300 additional Division 1 nurses will be implemented by the Agreement Implementation Committee on the following agreed set of criteria, inclusive of a mechanism for preventing misallocation of these resources.

The agreed criterion is as follows:

(i) Allocation will have regard to the following factors which include but are not limited to:

   a. Enhancement of patient care by the allocation of the additional Division 1 nurse/midwife
   b. Availability of particular expertise
   c. Turnover
   d. Skill mix
   e. Current and anticipated clinical priorities

(ii) The allocation is for a full length shift; i.e. – 8 hours day or afternoon shift, and no existing full shift is converted to a short shift.

(m) On night duty shifts, and in aged care wards, it may be appropriate to appoint a floater to make up the part nurse/patient ratio.

(n) The ratios in the Hospitals listed below may be reached with a mix of Registered Nurses Divisions 1 and 2 and are not restricted to limitations on use of Division 2 nurses prescribed in clause 13.1

Alexandra District Hospital
Alpine Health –
Bright, Mt Beauty,
Myrtleford
Angliss Health Service
Ararat Hospital
Bairnsdale Hospital
Beaufort & Skipton Health Service
Beechworth Hospital
Benalla & District Memorial Hospital
Bethlehem Hospital
Birchip Hospital
Boort District Hospital
Caritas Christi Hospice
Casterton Memorial Hospital
Caulfield Hospital
Charlton Hospital
Cobram District Hospital  
Cohuna & District Hospital  
Colac Community Health Service  
Coleraine District Hospital & Aged Care  
Corangamite Regional Hospital Services  
Creswick Hospital  
Daylesford Hospital  
Djerriwarrh Health Service  
Donald District Hospital  
Dunmunkle Health Services  
Rupanyup Dunolly Hospital  
Echuca Hospital  
Edenhope & District Memorial Hospital  
Far East Gippsland Health & Support Service, Orbost MPS  
Gippsland Base Hospital – Sale  
Gippsland Southern Health Service, Korumburra, Leongatha  
Hamilton Hospital  
Hesse Rural Health Service  
Heyfield Hospital Heywood & District Memorial Hospital  
Hopetoun Hospital Inglewood & District Health Service  
Jeparit Hospital  
Kaniva Hospital  
Kerang & District Hospital  
Kilmore & District Hospital  
Koo-wee-rup Regional Health Service  
Koroit & District Memorial Health Services  
Kyabram & District Memorial Comm. Hospital  
Kyneton Hospital  
Lorne Community Hospital  
Maffra Hospital  
Maldon Hospital & Community Care  
Mallee Track Health & Community Service  
Manangatang & District Hospital  
Mansfield District Hospital  
Maryborough Hospital  
McIvor Health & Community Services  
Monash Medical Centre — Moorabbin  
Moynie Health Services  
Mt. Alexander Hospital  
Nathalia District Hospital  
Natimuk Hospital  
Nhill Hospital  
Numurkah & District Health Services  
Omeo District Hospital  
Otway Health & Community Services  
Penshurst & District Memorial Hospital  
Peter James Centre  
Portland & District Hospital  
Queen Elizabeth Centre-Noble Park  
Rainbow Hospital  
Robinvale District Health Services  
Rochester & Elmore District Health Service
Rosebud Hospital
Royal Victorian Eye & Ear Hospital
Sandringham Hospital
Seymour District Memorial Hospital
South Gippsland Hospital
Southern Health Community Health Service
St Arnaud Hospital Stawell District Hospital
Sunshine Hospital Swan Hill District Hospital
Swan Hill District Hospital
Tallangatta Hospital
Tatura Hospital
Terang & Mortlake Health Service
Timboon & District Healthcare Service
Upper Murray Health & Comm. Services
Waranga Memorial Hospital
Warracknabeal Hospital
Warragul Hospital
Warrnambool Base Hospital
Williamstown Hospital
Wimmera Health Care Service (Dimboola)
Wimmera Hospital
Wodonga Hospital
Wonthaggi & District Hospital
Wyndham Hospital
Yarra Ranges
Yarrarri & District Health Service
Yarrawonga Health Service
Yea & District Memorial Hospital Health Service

(o) Where there is a dispute pre-ratio staffing shall be taken as being indicative of patient care requirements, subject to the right of review by the hospital. Otherwise, the prima facie position will be a rounding down, to be determined by the hospital in the event of disagreement at the local level, subject to a right of review of the decision by the ANF through the Monitoring Committee.

2. ANTE NATAL/POSTNATAL

(a) Where hospitals have introduced different models of care such as Box Hill, Werribee and Sunshine Hospitals, agreements on staffing will be developed and agreed between hospital management and the ANF.

(b) Where a prior agreement was reached independently of the introduction of Nurse/Patient Ratios, it shall continue as indicative of staffing needs.

3. AGED CARE

Nurse/Patient ratio applicable to aged care relate to the number of aged care patients, not the number of patients in a ward, unit or department.
PART II - OTHER HOSPITALS (NOT LISTED AS LEVELS 1 TO 3 IN PART 1A OF THIS ANNEXURE) AND AGED CARE RATIOS

<table>
<thead>
<tr>
<th></th>
<th>Acute</th>
<th>Aged Care</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:6 + In Charge</td>
<td>1:7 + In Charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:7 + In Charge</td>
<td>1:8 + In Charge</td>
</tr>
<tr>
<td>N/D</td>
<td>1:10</td>
<td>1:15</td>
</tr>
</tbody>
</table>

1 GENERAL

Where aged care patients generally occupy beds designated as acute "aged ward" ratios shall apply for these patients.

2 IN CHARGE POSITIONS

The 'In Charge' positions referred to above relate to current arrangements. There is an intention as part of this total agreement that there will not be a number of charge nurses of small wards in the one facility eg. 10 acute beds and 15 aged care beds.

Where an In-Charge nurse in these facilities has had a patient load, that practice may continue.

In situations such as inability to recruit or replace, sick leave replacement, unexpected increases in patient acuity, it may be necessary for an In-Charge nurse on an individual shift basis to accept a component of a direct patient load for the purpose of meeting the ratios.

3 SUPERNUMERARY GRADE 5

In small health facilities ie, one ward there would be a Grade 5 not supernumerary and one other Division 1.

In a facility of two wards or one ward and nursing home there would be a Grade 5 and a Grade 3 -Grade 5 not supernumerary.

Facilities of three wards or more Grade 5 supernumerary and Grade 3 in charge of each ward.

PART III - DELIVERY SUITES LEVELS 1, 2 AND 3

1. 2 MIDWIVES TO 3 DELIVERY SUITES ON EACH SHIFT

If the ward/unit believes that there is not the same requirement for staffing levels on night duty as for AM and PM, then a local agreement will be entered into.

In hospitals with less than two births per day, rosters should ensure that where possible, two midwives are rostered on in the hospital. If this is not possible, one may be on-call.

If other parts of the hospital are not busy, midwives may be relocated to work in delivery suites.
The number of delivery suites that a hospital wishes to utilise shall be nominated by the hospital. The nurse/patient ratio shall apply to the nominated suites, with use of additional suites being subject to additional midwives being available, and rostered to the level required to meet ratios for the duration of the usage of the additional suites. "Rostered" for the purpose of additional midwives in this context does not require the application of normal Award notice periods.

If the midwives rostered to delivery suites are not required, they may be utilised as additional staff in other hospital areas, provided that they return to the midwifery unit if required.

2. **NICU**

(4 major units — Mercy Hospital for Women, Royal Women's Hospital, Monash Medical Centre, Royal Children's Hospital).

1:2 and In Charge on all shifts.

3. **DISCRETE LEVEL 2 SPECIAL CARE UNITS**

(a) Where more than 10 cots 1:3 on all shifts.
(b) Where 10 cots or less 1:4 on all shifts.

The general "rounding" principles as set out in Part IB of this Annexure C, shall apply, provided that two nurses shall be required in respect of six cots.

- 10 COTS = 3 nurses
- 11 COTS = 4 nurses
- 12 COTS = 4 nurses
- 13 COTS = 4 nurses
- 14 COTS = 5 nurses
- 15 COTS = 5 nurses
- 16 COTS = 5 nurses

4. **LEVEL 1 NURSERIES**

Given the ratios in acute and postnatal wards these babies will be cared for by ward staff.
PART IV - EMERGENCY DEPARTMENTS

Health services operating an Emergency Department will roster to those departments in accordance with the requirements described below for the various Groups.

Group 3 and Group 4 Emergency Department staffing requirements are based on data for the immediately preceding 12-month history of presentations.

Where there is a seasonal fluctuation, a hospital may staff at the level of a particular Group for part of the year, and as another Group for the remainder or other part of the year, depending on the number and pattern of presentations.

GROUP 1A

AUSTIN HOSPITAL
ALFRED HOSPITAL
MONASH MEDICAL CENTRE CLAYTON
ROYAL MELBOURNE HOSPITAL
ST. VINCENT’S HOSPITAL
ROYAL CHILDREN’S HOSPITAL
BOX HILL HOSPITAL
FRANKSTON HOSPITAL
GEELONG HOSPITAL
NORTHERN HOSPITAL
DANDENONG HOSPITAL
WESTERN HOSPITAL (FOOTSCRAY)
BALLARAT HOSPITAL
BENDIGO HOSPITAL
LATROBE REGIONAL HOSPITAL
MAROONDAH HOSPITAL
WERRIBEE MERCY HOSPITAL
THE ANGLISS HOSPITAL
SUNSHINE HOSPITAL

<table>
<thead>
<tr>
<th>Ratios:</th>
<th>AM</th>
<th>1:3 + In-Charge + Triage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PM</td>
<td>1:3 + In-Charge + 2 Triage</td>
</tr>
<tr>
<td></td>
<td>ND</td>
<td>1:3 + In-Charge + Triage</td>
</tr>
</tbody>
</table>

Resus Rooms: While there are no ratios for the staffing of resuscitation rooms, there will be a level of discrete staffing of these rooms in the abovenamed health services’ emergency departments based on EFT to be allocated as per Agreement with DHS

GROUP 1B

CASEY HOSPITAL
MILDURA HOSPITAL
GOULBURN VALLEY HOSPITAL

<table>
<thead>
<tr>
<th>Ratios:</th>
<th>AM</th>
<th>1:3 + In-Charge + Triage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PM</td>
<td>1:3 + In-Charge + 2 Triage</td>
</tr>
<tr>
<td></td>
<td>ND</td>
<td>1:3 + In-Charge + Triage</td>
</tr>
</tbody>
</table>

The following night duty presentations formula applies only to Group 1 Emergency Departments. Group 1 staffing levels are adjusted for presentations and cubicle occupancy for the immediate proceeding twelve month period. Group 1 staffing levels are not to be simply based on the number of cubicles.
The number of cubicles used for determining night duty staffing ratios is reduced in proportion to the average number of presentations at night compared with the day shifts. For example, Hospital A has an average of 13,000 presentations per daytime shift and 7,000 at night. It has 40 cubicles available. Base staffing ratios are determined as follows:

1. Determine proportion of night to day presentations \((7,000/13,000 = 0.54)\)

2. Calculate a cubicle equivalent: 40 cubicles \(\times 0.54 = 21.6\)

3. Base staff required using 1:3 + In-Charge + Triage ratios \(= (21.6/3) + 2.5 = 9.7 \text{ EFT}\)

4. Because lower activity does not always correspond with reduced cubicle occupancy, adjustments of up to 50% of the gap between actual cubicles and "cubicle equivalents" is allowed by local agreement.

5. To calculate the 50% gap add "cubicle equivalents" (21.6) to 50% of the gap (9.7 cubicles) = 31.3 equivalent occupied cubicles

\[
\text{Gap} = 40-21.6 = 18.4 \\
50\% \text{ of gap} = 18.4/2 = 9.2
\]

6. Maximum staffing using 1:3 + In-Charge + Triage ratio is \((31.3/3) + 2 = 12.43 \text{ EFT}\)

If an Emergency Department has a designated short stay admission (or areas), ward nurse/patient ratio shall apply where full assessment and admission has occurred, in respect of such patients.

**GROUP 2A**

<table>
<thead>
<tr>
<th>Wodonga Regional Health Service</th>
<th>Rosebud Hospital</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wimmera Base Hospital</td>
<td>Warrnambool and District Base Hospital</td>
</tr>
<tr>
<td>Bairnsdale Regional Health Service</td>
<td>Western Health - Williamstown Hospital</td>
</tr>
<tr>
<td>Sandringham Hospital</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ratios:</th>
<th>AM</th>
<th>1:3 + In-Charge + Triage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM</td>
<td>1:3 + In-Charge + Triage</td>
<td></td>
</tr>
<tr>
<td>ND</td>
<td>1:3 + In-Charge + Triage</td>
<td></td>
</tr>
</tbody>
</table>

**GROUP 2B**

<table>
<thead>
<tr>
<th>Wangaratta Hospital</th>
<th>Echuca Regional Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swan Hill District Hospital</td>
<td>Royal Victorian Eye and Ear Hospital</td>
</tr>
<tr>
<td>West Gippsland Hospital</td>
<td>Royal Women's Hospital</td>
</tr>
<tr>
<td>Central Gippsland Health Service - Sale</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ratios:</th>
<th>AM</th>
<th>1:3 + In-Charge + Triage</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM</td>
<td>1:3 + In-Charge + Triage</td>
<td></td>
</tr>
<tr>
<td>ND</td>
<td>1:3 + In-Charge</td>
<td></td>
</tr>
</tbody>
</table>

**GROUP 3**

Group 3 Emergency Departments are those not named in Group 1 or Group 2 above, but which experience more than 7,000 presentations per annum.

<table>
<thead>
<tr>
<th>AM</th>
<th>1:3 + In Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>PM</td>
<td>1:3 + In Charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:3 + In Charge</td>
</tr>
</tbody>
</table>
Where these units have previously had a triage nurse these positions remain.

**GROUP 4A**

With 5,000 to 7,000 presentations per annum

A minimum of two EFT Division 1 registered nurses are to be dedicated to the Emergency Department each 24-hour period.

This staffing is to be additional to other ratios and/or prescribed staffing requirements applicable within the hospital/health service, but may be utilised to assist within the facility provided they are free to immediately return to the Emergency Department.

**GROUP 4B**

Less than 5,000 presentations per annum.

There is no dedicated nurse staffing requirement for Group 4B Emergency Departments.

When meeting the other ratios applicable within the hospital/health service there should be a minimum of two Division 1 Registered Nurses plus 1 "floater" (Division 1 or Division 2) per shift as staffing for the facility including the Emergency Department.

In respect of a Group 4B hospital/health service with only one or two wards, the "floater" need not be a supernumerary, provided that a Division 1 nurse is available to assess patients in the Emergency Department and there remains a Division 1 nurse in each ward.

**PART V DESIGNATED CORONARY CARE UNIT**

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:2 plus in-charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:2 plus in-charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:3</td>
</tr>
</tbody>
</table>

**PART VI HIGH DEPENDENCY UNITS**

*(STAND ALONE UNITS) IN LEVEL 1 HOSPITALS*

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:2 plus in-charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:2 plus in-charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:2</td>
</tr>
</tbody>
</table>

Where HDU is part of an Intensive Care Unit, the 'in-charge' position is to cover both HDU and ICU

**HIGH DEPENDENCY UNIT - CENTRAL GIPPSLAND, WEST GIPPSLAND, WIMMERA, WARRNAMBOOL (FOR REVIEW HAMILTON & WODONGA)**

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:2 plus in-charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:2</td>
</tr>
<tr>
<td>ND</td>
<td>1:2</td>
</tr>
</tbody>
</table>
### HIGH DEPENDENCY UNIT - ANGLISS, BAIRNSDALE, ECHUCA & PORTLAND

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:3</td>
</tr>
<tr>
<td>PM</td>
<td>1:3</td>
</tr>
<tr>
<td>ND</td>
<td>1:3</td>
</tr>
</tbody>
</table>

### HIGH DEPENDENCY UNIT - PART OF GENERAL WARD - SWAN HILL, WILLIAMSTOWN

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:4</td>
</tr>
<tr>
<td>PM</td>
<td>1:4</td>
</tr>
<tr>
<td>ND</td>
<td>1:4</td>
</tr>
</tbody>
</table>

### PART VII PALLATIVE CARE

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:4 plus in-charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:5 plus in-charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:8</td>
</tr>
</tbody>
</table>

### PART VIII - REHABILITATION AND GEM

#### CATEGORY 1 REHABILITATION (AMPUTEES, ACQUIRED BRAIN INJURY, SPINAL INJURY)

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:5+In Charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:5+In Charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:10</td>
</tr>
</tbody>
</table>

#### CATEGORY 2 REHABILITATION

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:5+In Charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:7+In Charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:10</td>
</tr>
</tbody>
</table>

#### GERIATRIC EVALUATION MANAGEMENT (GEM) BEDS

<table>
<thead>
<tr>
<th>Time</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td>1:5+In Charge</td>
</tr>
<tr>
<td>PM</td>
<td>1:6+In Charge</td>
</tr>
<tr>
<td>ND</td>
<td>1:10</td>
</tr>
</tbody>
</table>

Where Rehabilitation and GEM beds are less than 25% of a ward/unit, the ratios according to the dominant clinical description shall apply. Where award/unit has combined GEM and Rehabilitation only one In-Charge Nurse is required.
PART IX - OPERATING THEATRE RATIOS

Operating Theatres will normally have three nurses, one scrub nurse, one scout, and one anaesthetic nurse.

This may be varied up or down, depending on the following local circumstances:

- complexity of the surgery or procedure,
- pre-existing condition of the patient,
- number of operations on the list,
- experience and skill mix of staff,
- type of equipment used,
- number of students requiring supervision,
- temporary fluctuations in demand across the whole theatre suite during a session,
- layout and number of operating suites.

PART X - POST ANAESTHETIC CARE UNIT/RECOVERY ROOM (PACU)

1 to 1 for unconscious patients.
APPENDIX 1 - LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of Employer.

2. Employee's classifications (eg. Gr 2 Year 4, Gr 4B Year 1).

3. The workplace/campus/location where the person is to be situated

4. The name of the Award and Certified Agreement which contains their terms and conditions of employment.

5. Their mode of employment ie. whether full-time/part-time or bank.

6. Fortnightly hours will be [insert] and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.

7. Specified employment is ongoing unless a valid fixed term appointment is proposed.

8. Date of commencement.

9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.

10. Other information as required depending on the nature of the position.

11. Relevant qualifications and allowances payable.
APPENDIX 2 - CLINICAL NURSE SPECIALIST CRITERIA

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

1. Clinical Skill

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

- Maintenance and improvement of clinical standards.

2. Professional Behaviour

- Positive role model;

- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;

- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department; and

- Acting as a resource person to others in relation to clinical practice.

3. Professional Development

- Membership of relevant professional body;

- 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 3 - INDICATIVE POSITION DESCRIPTION FOR SUPERVISOR GRADE 5 -

SMALL RURAL HOSPITALS

POSITION PROFILE

• The Supervisor will support and promote activities which are consistent with the objectives and philosophy of the Hospital.

• Act as a resource for staff (nursing, medical and others) and patients and their families.

• Being actively involved in the preparation, maintenance and implementation of emergency disaster plans, and together with other emergency control personnel, be responsible for 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 war 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 bank/agency staff as required.

• Facilitates the process to ensure the performance and skills of bank nurses 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 the Nurses Award and 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 4 - OCCUPATIONAL HEALTH AND SAFETY

1 Introduction

The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst Employees to the highest level of protection reasonably practical 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.

The parties acknowledge that there were a wide range of occupational health and safety (OHS) matters raised in the ANF 2007 Public Sector claims. In an effort to improve safety for Employees of the Employers, the parties agree to establish an OHS working party consisting of representatives of DHS and VHIA representing the employers, and on behalf of Employees the ANF to discuss, investigate and where possible, make recommendations in relation to those claims.

The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.

The provisions of this part of the Agreement shall be read and interpreted in conjunction with the Victorian Occupational Health and Safety Act 2004 and the Victorian Accident Compensation Act 1985 as amended, provided where there is any inconsistency between a provision of this Agreement and the aforementioned Victorian Acts, the Victorian Acts shall prevail to the extent of any inconsistency.

The parties to this Agreement recognise that consultation with nurses and their representatives is crucial to achieving a healthy and safe work environment for nurses. To this end, this Agreement recognises that Employers and Employees must co-operate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- manual handling;
- blood borne and other infectious diseases;
- needlesticks;
- violence and aggression;
- circumstances that give rise to adverse effects on psychological health
- hazardous substances; and
- security.

2 Definitions

For the purposes of this Appendix:
DWG shall mean designated work group as defined under the Occupational Health and Safety Act 2004 as amended from time to time and may include Employees other than registered nurses.

HSR shall mean health and safety representative elected in accordance with Section 54 of the Occupational Health and Safety Act 2004 as amended.

Insurer shall mean an authorised agent as defined by the Accident Compensation Act 1985.

VHIA shall mean the Victorian Hospitals' Industrial Association.

Workplace shall mean workplace as defined under Section 5 of the Occupational Health and Safety Act 2004 as amended.

3 Designated Work Groups

3.1 Where ANF members constitute the majority of the workforce within a designated work group, the Employer shall maintain a system of agreed designated work groups (DWGs) with the ANF.

3.2 The Employer shall negotiate with Employees in relation to the establishment or variation of designated work groups and where an Employee requests, the ANF.

3.3 In determining the composition of DWGs, the following considerations shall, 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.

4 Health and Safety Representative(s) Election Process

4.1 The method of conducting the election shall be determined by the Employees of the DWG concerned. The ANF shall, where requested by the staff, conduct the election.

Provided that the following arrangements will be incorporated:

4.2 All Employees in the relevant DWG shall be given the opportunity to nominate for the position. Nominations shall be called for by posting a notice(s) in the Designated Work Group and providing a nomination period of 14 days.

4.3 Candidates shall be nominated by their co-workers in the relevant designated work group and may also self-nominate. Nominations shall be made in writing.
4.4 Where there is more than one nominee for any vacancy of a health and safety representative position, a ballot will be held of the relevant Employees in accordance with the Employee determined DWG electoral processes.

4.5 If there is only one nominee then the candidate will be elected unopposed.

4.6 The Employer shall maintain a current list of DWGs as well as the name of the elected health and safety representative for each DWG and shall display this in a prominent place in the workplace at all times.

4.7 Employers will provide a copy of the DWG list to the ANF at least annually, or within 28 days of receiving a written request from the ANF.

4.8 Elected health and safety representatives shall be provided by the Employer with a badge identifying them as HSRs. Health and safety representatives shall wear the badge at all times when on duty.

5  Health and Safety Representative Training

5.1 The Employer shall permit health and safety representatives to take such time off work with pay as is necessary or prescribed to attend occupational health and safety training courses approved by the Victorian WorkCover Authority.

5.2 Health and safety representatives shall be entitled and encouraged to attend an approved course as soon as practicable but no later than within six months of their election.

5.3 When attending an approved course, health and safety representatives shall be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.

5.4 Where health and safety representatives attend an approved course outside their normal working hours, they shall 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 a health and safety representative:

(a) normally works two days a week, attends a block five-day course;
(b) has a rostered day off during the course; and
(c) has a shift that does not overlap, or overlaps only marginally, with the course's hours.

5.5 Rosters or shifts shall be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.

5.6 The Employer shall reimburse Employees in respect of course fees for selected approved courses.
5.7 Health and safety representatives shall have the right to choose which course to attend, provided it is an approved course. An Employer shall not prevent or obstruct a health and safety representative from attending a chosen course.

5.8 The Employer shall provide such information, instruction, training and supervision to all Employees employed by the Employer, as is required to enable them to perform their work in a manner which is safe and without risks to health. Information, education and training shall be provided on a regular basis as required to enable Employees to remain informed in relation to health and safety hazards, policies and procedures.

6  Facilities for Health and Safety Representatives

6.1 Health and safety representatives shall 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 Occupational Health and Safety Act 2004.

6.2 Health and safety representatives shall have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the Occupational Health and Safety Act 2004.

7  Health and Safety Committees

Health and safety committees shall be established in accordance with the provisions of the Occupational Health and Safety Act 2004.

8  Reporting of Incidents, Accident Investigation and Prevention

8.1 The Employer shall encourage early reporting of incidents by Employees, and ensure Employees who report incidents are appropriately supported.

8.2 Following an incident or injury affecting an Employee, the Employer shall take appropriate action to prevent further injury to Employees, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for Employees.

8.3 The Employer shall provide information, instruction and training to Employees and management staff regarding the importance of early reporting, procedures regarding incident reporting, and linking this to accident investigation and prevention.

9.  Workers Compensation, Rehabilitation and Return to Work

This part shall be read in conjunction with the Accident Compensation Act 1985 as amended from time to time, provided where there is any inconsistency between a provision of this Agreement and the Accident Compensation Act 1985, the Accident Compensation Act 1985 shall prevail to the extent of any inconsistency.

9.1 The Employer is committed to the principles of early intervention such as to facilitate effective occupational rehabilitation and return to work of Employees.
9.2 The Employer shall appoint a Return to Work Co-ordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.

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

9.4 The Employer will in respect of an injury for a period or periods which total 20 or more calendar days of no current work capacity, develop an appropriate return to work plan as soon as practicable but no later than 10 days after the twentieth day of no current work capacity. The return to work plan shall be developed in consultation with the injured Employee concerned, his/her treating doctor and health professionals providing treatment or services to the injured Employee as approved by the Victorian WorkCover Authority.

9.5 The Employer shall assist injured Employees to remain at work or return to work in suitable employment as soon as possible after injury. The Employer shall 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 shall also take into account the Employee's pre-injury place of residence and hours of work.

10.6 Without limiting the content of the return to work plan, the plan shall include, but not be limited to:

(a) 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.

(b) 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
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.

The return to work plan shall be reviewed at least monthly or more regularly as needed, in consultation with the injured Employee and other relevant parties.

10.7 Employees shall have the right to have a union 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 shall advise the Employee that he/she may have a union representative present. The Employer shall where practicable provide to the Employee at least seven days notice of such interviews occurring.

10.8 The Employer shall 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.

A representative of the ANF may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the Employee.

10.9 The Employer and the Employee shall mutually co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties involved. Where agreement cannot be reached the processes of the Victorian Accident Compensation Act 1985 (as amended from time to time) shall apply.

11 Accident Pay

11.1 Definitions

The words hereunder shall bear the respective definitions set out herein.

11.1.1 Accident pay

11.1.1(a) Total incapacity

In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Accident Compensation Act 1985 (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 93 of the Act for the week in question and the total which would have been payable under this part for the employee's normal classification of work for the week in question if she/he had been performing her/his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

11.1.2 Partial incapacity

In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Accident Compensation Act 1985 and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 93 of the Act for the period in
question together with the average weekly amount the employee is earning and the total which would have been payable for the week in question if she/he had been performing his/her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

11.1.3 Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be pro rata.

11.1.4 Injury shall be given the same meaning and application as applying under the Accident Compensation Act 1985, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

11.1.5 Accident Compensation Act means Accident Compensation Act 1985, as amended from time to time, of the State of Victoria.

11.2 Qualification for payment

Always subject to the terms of this clause, an employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by her/his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

11.2.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom she/he was employed at the time of the incapacity and then only for such period as she/he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from her/his employer but such alternative employment is provided with another employer then the relevant amount of accident pay shall be payable.

11.2.1(a) Provided further that in the case of the termination of employment by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the employee.

11.2.1(b) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his/her employer of the continuing payment of weekly workers’ compensation payments.

11.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to 11.4 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
11.3.1 Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 5 of the Act such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.

11.4 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

11.4.1 Provided however that in the case of a Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

11.5 An employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit her/his entitlement to accident pay under this clause.

11.6 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in 11.1.4.

11.7 Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

11.8 Notice of injury

An employee upon receiving an injury for which she/he claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the employee.

11.9 Medical examination

11.9.1 In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

11.9.2 Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and her/his fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

11.10 Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.
11.11 Civil damage claims

11.11.1 An employee receiving or who has received accident pay shall advise her/his employer of any action she/he may institute or any claim she/he may make for damages. Further the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

11.11.2 Where an employee obtains a judgment or settlement for damages in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgment or settlement provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

11.11.3 Where an employee obtains a judgment or settlement for damages against a person other than the employer in respect of an injury for which she/he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgment or settlement provided that if the judgment or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to her/his employer any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

11.12 Insurance against liability

Nothing in this part shall require an employer to insure against her/his liability for accident pay.

11.13 Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

11.14 Death of an employee

All rights to accident pay shall cease on the death of an employee.

11.15 Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

12 Rehabilitation, Re-training and Re-education

12.1 Subject to approval by the insurer, the Employer may refer the Employee to an occupational rehabilitation provider chosen by the Employee from a list of approved providers of those services nominated by the Victorian WorkCover Authority, employer or self-insurer in accordance with the Act. Such referral may occur as soon as possible,
in accordance with early intervention principles, but in particular may be required in the following circumstances:

(a) the period of total incapacity has been greater than three weeks;
(b) the nature of the injury means it will be difficult for the worker to remain at or return to pre-injury duties;
(c) there is difficulty identifying suitable return to work duties;
(d) the worker, who is at work on restricted hours or duties, is not making progress;
(e) the worker's condition has deteriorated;
(f) other factors appear to be affecting the return to work (for example, communication problems within the workplace or with the treating doctor); and
(g) the worker regularly experiences pain or discomfort while performing specific tasks.

Provided that such referral may be made at the request of the Employee, the treating doctor, or any other approved service provider, individual or agency, on behalf of the Employee, subject to approval by the insurer.

12.2 Subject to approval by the insurer, an occupational rehabilitation service and personal and household service may include, but is not limited to:

(a) a worksite assessment, including an assessment of any modifications to the workplace, equipment to be provided, etc.;
(b) a functional capacity assessment;
(c) an assessment of the need for any modifications to the home or car, the need for the provision of aids, appliances, etc.;
(d) any personal and household service, including household help, attendant care, and counselling, which may be required to assist the injured nurse to be rehabilitated and/or return to work;
(e) the need for any re-training or re-education which may be required to assist the injured nurse to return to work in suitable employment; and
(f) vocational assessment and counselling.

12.3 An Employee's request for occupational rehabilitation services shall be considered wherever it can assist the Employee's personal and occupational rehabilitation. Requests for approval must be made in writing by the Employee, his/her treating medical practitioner, or any other approved service provider on behalf of the Employee. In accordance with the Accident Compensation Act 1985 as amended from time to time, approval for payment for services shall be subject to agreement by the authorised insurer.
12.3.1 Where the Employer receives such a request, the Employer shall ensure that the request is processed in a timely manner.

Provided further that the Employee must be notified in writing of the decision by the insurer. This should occur within 28 days of the request, in accordance with guidelines issued by the Victorian WorkCover Authority to its agents.

12.4 The Employer or insurer 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 the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the Employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the Employee.

12.5.1 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 shall ensure the Employee is advised of all vacancies as they become available.

12.5.2 Where it has been established that an Employee has a current work capacity within the meaning of the Accident Compensation Act 1985 within the period specified by 155A(3) the Employer shall provide the Employee with suitable employment.

12.6 At the request of the Employee, the Employer shall notify the ANF before any action is taken to terminate, permanently re-deploy, permanently re-locate or otherwise permanently change the employment status of an injured Employee, and shall consult with the ANF, the Employee, the rehabilitation provider, and the treating doctor, to determine all possible options for rehabilitation/return to work, including vocational assessment, re-training and re-education, prior to such action being taken.