

2009 EXTENDED AND VARIED VERSION

VICTORIAN PSYCHIATRIC SERVICES CERTIFIED AGREEMENT 2004-2007

PART 1 - PRELIMINARY PROVISIONS

1 TITLE

This Agreement shall be known as the Victorian Psychiatric Services Certified Agreement 2004-2007 ("Agreement").

2 DIVISION INTO PARTS

This Agreement is divided into the following:

PART 1	PRELIMINARY PROVISIONS
PART 2	EMPLOYMENT ARRANGEMENTS, STAFFING, DISPUTES AND NO FURTHER CLAIMS
PART 3	SALARIES, ALLOWANCES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT
PART 4	CLASSIFICATION OF POSITIONS
PART 5	PROFESSIONAL DEVELOPMENT

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4 DEFINITIONS

In this Agreement, except where the context requires otherwise:

(a) Accredited official of the Union means a representative of either the Australian Nursing Federation or the Health Services Union of Australia (Victoria No. 2 Branch) who holds a letter, on union letterhead, signed by the Branch Secretary or Assistant Secretary confirming the appointment of that person as such.

(b) Act means *Workplace Relations Act 1996*

(c) Allowance Rate means:

(i) for Registered Psychiatric Nurses ("RPNs"); the weekly wage of a RPN Grade 2 - Year 2;

(ii) for Psychiatric State Enrolled Nurses ("PSENs"); the weekly wage of PSEN 1, year 1;

(iii) for Psychiatric Services Officers ("PSOs"); the weekly wage of PSO 1, Year 1;

(iv) for Non Direct Care Employees ("NDC"), the weekly wage of wage skill group 5; and

(v) allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

(d) ANF means Australian Nursing Federation

(e) CATT shall mean Crisis Assessment Treatment Team.

(f) Department means the Victorian Department of Human Services or any of its predecessors or successors.

(g) EFT shall mean equivalent full time employee.

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(h) employee means a person employed by an employer and engaged solely or substantially in the provision of psychiatric or mental health services.

(i) employer means any of the public health sector agencies listed in Schedule A to this Agreement.

(j) experience means full time 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). This shall also include any period of time that may elapse between the completion of training or final examination (whichever is the later) and the formal registration as a registered nurse under the Health Professions Registration Act 2005 (Vic) and successive legislation or specific amendment Acts. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:

(i) an employee who has worked an average of 26 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and

(ii) where an employee has not been regularly employed as an RPN, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

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

(l) facility services officer (FSO) means a person who was designated as such on or before 19 December 1997.

(m) FWA means the *Fair Work Act 2009*.

(n) HACSU means Health Services Union

(o) hospital certificate in the case of an RPN does not include that employee's base qualification leading to initial registration as a Registered Nurse Division 1 or a Registered Nurse Division 3 and in the case of a PSEN does not include that employee's base

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qualification leading to initial registration as a Registered Nurse Division 2.

(p) Non direct care employees ("NDC") means an employee who performs work within Part 4 Division IV of this Agreement.

(q) Nurse Practitioner - A Registered Nurse Division 1 or 3 who is endorsed to practice as a Nurse Practitioner by the Victorian Nurses Board in accordance with the Health Professions Registration Act 2005.

(r) Nurse Practitioner Candidate - A Registered Nurse Division 1 or 3 who is undertaking their final studies, including clinical practice, to gain endorsement to practice as a Nurse Practitioner in accordance with the Health Professions Registration Act 2005

(s) Psychiatric Services Agreement Implementation Group (PSAIG) means: the group chaired by DHS, comprised of representatives from the Victorian Hospitals Industrial Association (VHIA) in their capacity as the representatives of the Employers listed in Schedule A, the Australian Nursing Federation (ANF) and the Health Services Union (HACSU) established to oversight the implementation of the Agreement

(t) Psychiatric Services/Mental Health Services means human services concerned with the prevention of mental illness and the assessment, treatment, rehabilitation, maintenance and support of those persons who may be at risk of or suffering from mental illness or disability.

(u) Psychiatric Services Officer ("PSO") means an employee employed and classified in accordance with the Psychiatric Services Officer classification standards.

(v) Psychiatric State Enrolled Nurse ("PSEN") means an employee registered in Division 2 of the Register of the Victorian Nurses Board, as defined in the Health Professions Registration Act 2005 (Vic) and employed by an employer to provide psychiatric services/mental health services.

This definition is intended for use as an industrial classification and for the purpose of industrial regulation. The relevant qualification applicable is dealt with under the Health Professions Registration Act 2005 (Vic).

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(w) Registered Psychiatric Nurse ("RPN") means an employee registered in Division 1 or Division 3 of the Register of the Victorian Nurses Board as defined in the Health Professions Registration Act 2005 (Vic) and employed by an employer to provide psychiatric services/mental health services.

This definition is intended for use as an industrial classification and for the purpose of industrial regulation. The relevant qualification applicable is dealt with under the Health Professions Registration Act 2005 (Vic).

(x) Section 97 employee means a person who is an employee of the Department and whose services have been made available to an Employer under Section 97 of the Mental Health Act 1986 (Vic).

(y) True fixed term arrangements means but is not limited to, employment in graduate nurse positions, replacement of employees on extended leave such as parental leave, long term WorkCover or long service leave, employment in special projects, and post graduate training.

(z) The 2000 Agreement means the Victorian Psychiatric Services Certified Agreement 2000-2004.

(aa) VHIA means Victorian Hospitals Industrial Association

(ab) Workplace Implementation Committee (WIC) means the committee, comprising representatives of the Employer, ANF and HACSU, established by the employer to implement and monitor this agreement within that employer's service.

5 PARTIES BOUND

This Agreement is binding upon:

- (a) the employers referred to in Schedule A to this Agreement in respect of all their employees for whom provision is made herein ("Employers");
- (b) the Health Services Union (HSU) with respect to employees classified in the grades of Registered Psychiatric Nurse, Psychiatric State Enrolled Nurse, Psychiatric Services Officer and Non Direct Care Employees and Health Professionals and Psychologists with respect to ANNEXURE A; and

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- (c) the Australian Nursing Federation (ANF) with respect to employees classified in the grades of Registered Psychiatric Nurse and Psychiatric State Enrolled Nurse.
- (d) The Employers, HSU and ANF shall collectively be referred to throughout this Agreement as, "the Parties".

6 INCIDENCE AND APPLICATION OF THIS AGREEMENT

6.1 Subject to clauses 6.2 and 6.3, this Agreement applies to the employment of RPN's, PSEN's, PSO's and NDC employees who are employed by any of the employers in Schedule A.

6.2 Notwithstanding anything else in this agreement Annexure A has effect.

6.3 This Agreement will not apply to persons employed under the Public Sector Management and Employment Act 1998 (Vic) and/or section 97 employees.

6.4 Psychiatric Services Agreement Implementation Group

(a) The parties agree to establish a Psychiatric Services Agreement Implementation Group (PSAIG) chaired by the DHS with membership of ANF, HACSU, VHIA and other representatives as nominated by the parties. The group will monitor and oversight the implementation of the agreement including the distribution and recruitment of any additional staff provided by the agreement, vacancy handling in the Mental Health system compliance with the proposed industry standard relating to Violence and Aggression and the implementation of improved workload practices in community settings.

(b) The PSAIG will operate in accordance with terms of reference determined by its members.

(c) Each Employer shall establish a Workplace Implementation Committee (WIC) which may include local and state union representatives. The WIC shall address all matters relating to the agreement. The employer agrees to provide all information necessary to support implementation and monitoring of the agreement.

(d) Workplace Implementation Committees will operate in accordance with terms of reference determined by the PSAIG.

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(e) Reserved Matters:

These matters are proposed for further discussion over the course of the agreement:

- PSEN 3 Scope of role and definition of work
- Position classification standards to remove ambiguity or uncertainties
- Discipline specific framework for support of entering professionals
- Clarification of classification for ward clerks/FSO classification.

7 DATE OF AGREEMENT, PERIOD OF OPERATION AND RELATIONSHIP WITH OTHER CERTIFIED AGREEMENTS

7.1 This Agreement shall come into operation on the day on which it is certified. The nominal expiry date of this Agreement is 30 September, 2007. The Agreement as varied and extended shall operate from the date of the Order of Fair Work Australia and reach its nominal expiry date on 1 November 2011.

7.2 This Agreement wholly replaces the 2000 Agreement where it:

(a) binds an Employer ; and

(b) applies to the employment of persons to whom this Agreement applies.

7.3 This Agreement expressly incorporates those conditions of the 2000 Agreement which the Parties have agreed should have continuing effect.

7.4 The Schedules and Annexure to this Agreement form part of this Agreement and are to be read in conjunction with it.

7.5 Nothing in this Agreement will diminish any existing entitlement of any employee covered by the Agreement.

PART 2 - EMPLOYMENT ARRANGEMENTS, STAFFING, DISPUTES AND NO FURTHER CLAIMS

8 EMPLOYMENT ARRANGEMENTS

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8.1 All Employees

(a) Fixed term employment will only be used for true fixed term arrangements.

(b) Each employer shall provide each employee on commencement with a letter of appointment containing the information set out in Schedule C to this Agreement.

8.2 Leave Relief and the Employment of Agency, Nurse Bank and/or Other Casual Staff

(a) In order to ensure the effective operation of the workload management provisions prescribed by clause 9.6 of this Agreement, each employer will endeavour to fill positions through the employment of permanent employees. If this is not possible, an employer should use nurse bank and/or other casual employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.

(b) A nurse bank and/or other casual employee is:

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

(iii) not entitled to the provisions of the Agreement relating to Annual Leave, Long Service Leave, Sick Leave, Bereavement Leave, Professional Development Leave, Personal Leave, Blood Donor Leave or Termination of Employment except as specified in clause 24.5 Parental Leave and Clause 24.3 Personal Leave.

(c) Subject to clause 8.2(d) in all program areas, provision will be made for the payment of salaries to persons employed to replace employees who are absent due to annual leave.

(d) Employers will make every endeavour to provide backfill for leave absences of longer than a week.

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8.3 48/52 - Mode of Employment

(a) Any employer may enter into a 48/52 arrangement with an employee.

(b) A 48/52 arrangement means an arrangement under which an employee accrues four weeks leave in addition to the normal annual leave accrual and which also provides for a reduction in the amount of salary payable to the employee so that the employee is paid for 48 weeks over the 52 week annual leave accrual period.

(c) The reduced weekly salary is calculated by multiplying the employee's weekly salary in Schedule B, Part A of this Agreement by 48 and then dividing the result by 52.

(d) Under a 48/52 arrangement reduced weekly salary is paid to the employee for all ordinary hours of work and any period of paid leave provided for in this Agreement. An hourly rate of pay may be calculated by dividing the reduced weekly salary by 38. However in addition to the employee's normal annual leave an employee receives a further 4 weeks leave per annum which is referred to as "48/52 leave".

(e) All penalties, allowances, loadings or like payments are to be calculated under this Agreement as if the employee was not participating in the 48/52 scheme.

(f) An Employee participating in the 48/52 arrangement accrues annual leave on the same basis as they would had they not entered the scheme, and is paid leave loading or projected penalties/allowances in respect of such leave in accordance with the terms of the Agreement. However the payment for any period of annual leave is calculated in accordance with clause 8.3(c) and (d).

(g) An Employee participating in a 48/52 arrangement accrues 48/52 leave on a weekly basis during the term of the employee's participation in the 48/52 scheme. This type of leave accrues at the rate of 1/12th of an employee's reduced weekly salary for each week of the employee's participation in the 48/52 scheme, however 48/52 leave does not attract leave loading or projected penalties/allowances.

(h) 48/52 leave should be taken by the employee prior to the expiration of the term of participation in the scheme. In exceptional circumstances accrued 48/52 leave may be paid out at

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the expiration of participation in the scheme, with the approval of the employer.

(i) Upon termination of employment, an employee is to be paid out any outstanding 48/52 leave that has accrued but has not been taken, in addition to any other payments required to be made under this Agreement.

8.4 Converting From Full-time Employment to Part-time Employment

(a) A full time employee may, by agreement with the employer, convert to part time employment arrangements.

(b) An employer must not unreasonably withhold agreement to an application for part time employment by a full time employee.

(c) Where a full time employee converts from full time to part time, the employer shall not reduce the total EFT of the employee's workplace as a result of the conversion to part time.

8.5 Recruitment to Vacant Positions

(a) Where a vacancy arises within an existing staffing profile, the responsible manager will initiate action to advertise the vacant position internally and/or externally after receiving notice of the resignation/termination.

(b) The employer shall, as soon as is practicable, (and ordinarily within 8 days (not including weekends or public holidays)) advertise all vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing.

(c) In order to support these measures, employees intending to resign are required to give a minimum of four weeks' notice, unless a shorter period is agreed to between the employee and employer.

(d) The employer will consult with the employees and their unions about any changes.

9 STAFFING

9.1 Registered Psychiatric Nurse (RPN) Grade 3 - Deputy Unit Manager

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(a) In all residential and in-patient services, there must be 5 EFT RPN 3 Deputy Unit Managers ("DMs") positions available for appointment, and 4 out of the 5 of the positions must be permanently appointed, and not less than 1 must be available to be used on an acting up, shift by shift basis.

(b) DMs are appointed to undertake in-charge functions during the off duty periods of the 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 Unit Manager.

(c) When the Unit Manager is absent for in excess of five days, the relieving DM(s) shall be paid at the minimum rate for the Unit Manager for the entire period of relief and another Registered Psychiatric Nurse Grade 3 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.

(d) The 5th EFT of DM may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as a DM.

(e) Where a minimum of 4 EFT of DMs is permanently appointed, and a Registered Psychiatric Nurse other than a DM is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule), such Registered Psychiatric Nurse shall be paid at the minimum rate applicable to the DM position which would normally be in charge on that shift.

(f) Where due to recruitment difficulties or delays due to circumstances beyond an employer's control less than 4 EFT of DMs are permanently appointed and a Registered Psychiatric Nurse, other than a DM, is required to act in charge during the off duty period of a Unit Manager (which event shall be the exception to the rule) the Registered Psychiatric Nurse shall be paid at the minimum rate for the Unit Manager for the entire shift.

(g) Sub-clause 9.1(f) does not apply to a Registered Psychiatric Nurse who is required to act in charge in the following circumstances:

(i) where a DM in whose place the Registered Psychiatric Nurse acts, is on any form of leave; or

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

(h) In the circumstances set out in sub-clause 9.1(g) (i) or 9.1(g) (ii) the Registered Psychiatric Nurse acting in charge shall be paid at the minimum rate applicable to the DM position which would normally be in charge of that shift.

(i) If, despite having taken reasonable and practical steps to fill the DM positions, an employer experiences difficulty in recruiting employees to the permanent DM position in order to comply with this clause 9.1, the employer will contact the relevant workplace delegates and their unions to discuss and agree on alternative arrangements.

9.2 RPN 2 Psychiatric Clinical Nurse Specialist (PCNS) and RPN 2 Advanced

(a) An RPN 2 who considers that she/he meets the criteria set out for RPN 2 Psychiatric Clinical Nurse Specialist or PRN 2 Advanced set out at clause 55.2 (e) to (i) inclusive may apply for reclassification. The application process shall be as set out in Schedule C.

(b) An RPN 2 Advanced shall have the right to be classified as and use the title of RPN 2 PCNS upon the completion of a post graduate course of training in Psychiatric Nursing that leads to endorsement by the NBV.

(c) Where relevant, a qualifications allowance will be paid in accordance with the terms of this Agreement.

(d) The RPN 2 PCNS and the RPN 2 Advanced are personal classifications. An RPN 2 shall hold the classification while the employee continues to meet the criteria set out in clause 55 of this Agreement. Any performance related issues shall be dealt with in accordance with this existing performance management arrangements of the employer.

(e) All other matters relating to the application process in the assessment criteria are to be as set out in Schedule D of this Agreement.

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(f) In order to avoid any confusion, RPN's who are in receipt of commuted allowance and are classified as either RPN 2 PCNS or RPN 2 Advanced shall continue to receive the commuted allowance calculated at the rate of 18% of salary.

9.3 RPN3 - ECT Nurse (Electroconvulsive Therapy Nurse)

(a) The RPN responsible for the co-ordination of ECT will be paid at a minimum of RPN3 while performing the functions.

(b) The regularity of treatments performed by the service will determine whether or not this function forms part of the regular duties of an individual nurse appointed as RPN3, or is covered by way of higher duties assignment for each treatment session. If managed by way of higher duties, minimum payment will be three hours.

9.4 RPN 6 and RPN 7 Senior Psychiatric Nurse Positions

(a) Each employer shall ensure that a dedicated full-time senior psychiatric nurse is appointed within each Area Mental Health Service ("AMHS") for which the employer was responsible as at 1 October 2000 at level RPN 6 or RPN 7 consistent with the classification standards in Part 4, Division I of this Agreement.

(b) "Dedicated full-time" means an RPN whose clinical duties make up 75% or more of their duties. Clinical duties refers to the overall responsibility for, and coordination of, the professional development, education and training program within an Area Mental Health Service and includes roles such as clinical supervision, planning and professional development opportunities and organising student and graduate nurse placements. While the position is not expected to carry a case load, an incumbent may support and advise junior clinicians in the case management of complex clients. The role of the position is differentiated from an operations/program management function.

(c) The senior nursing positions are to extend across all services within an AMHS and are over and above the RPN 4 and RPN 5 positions identified in the Professional Development Package at Schedule C to the 2000-2004 Agreement.

9.5 Minimum Staffing Levels - Rural

(a) Where an initial community assessment is required, where practicable at least 2 clinicians shall undertake the assessment.

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(b) If 2 clinicians are unavailable, where practicable support should be sought from emergency services such as police or ambulance officers.

(c) If neither of the above situations is available, then where practicable the person to be assessed must be brought to a location that provides a satisfactory clinical environment and level of safety, such as an emergency department.

9.6 Workload Management

(a) For the purposes of clause 9.6 the term "nursing staff" does not include the Unit Manager, pre-graduate students, Group/Activities Nurse, Clinical Educator, Clinical Consultant, Senior Psychiatric Nurse, a nurse whilst undertaking the duties of a preceptor (and only for periods during which they are not allocated a patient/client load), Surgery Nurse, Discharge Planning Nurse or a Nurse whose sole function is that of an ECT Nurse.

(b) Nothing in this clause is intended to diminish or otherwise alter provisions in an existing policy and/or agreement that provide for standards in excess of the principles set out in clause 9.6

9.6.1 Adult Acute Inpatient Units

(a) Adequate numbers of nursing staff (the staffing allocation) are to be rostered on each shift to ensure that sufficient care per shift is available to each patient consistent with both the professional standards and treatment/program provided by the unit and that a safe environment for patients/clients/residents and staff is maintained at all times.

(b) The staffing allocation is also to provide sufficient time to enable all employees to complete all regular organisational commitments, professional development/training and all necessary documentation within the normal shift length.

(c) The following principles shall apply to the staffing allocation:

(i) Unit Managers shall not carry a caseload.

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(ii) The prime function of the Deputy Unit Manager is to be recognised as the Shift Leader.

(iii) Where a patient is required to be provided with one to one support/specializing an additional nurse shall be engaged where appropriate.

(iv) Where a nurse is required to provide one to one support/specializing to a client/patient that nurse is not required to perform any other task whilst performing that function.

(v) Nursing staff levels and numbers are to be maintained on weekends at the same level as weekdays throughout the year.

(vi) A ward clerk shall be employed on each unit/ward.

(vii) Additional staffing may be engaged when considered clinically appropriate.

(d) The staffing allocation with respect to any ward or unit shall mean the nursing staff numbers regularly used over the twelve months preceding 1 October 2007. Where the staffing allocation has been increased as a result of the implementation of this Agreement this shall be included in the staffing allocation.

(e) There will be no reduction in the staffing allocation as a direct result of the implementation of this Agreement.

(f) Where any change to the size of the unit is proposed that will have the effect of requiring less staff, the consultation processes of clause 10.5 will apply prior to any such change occurring.

9.6.2 High Dependency Units

(a) A High Dependency Unit (HDU) (howsoever described) is a separate and designated area within an in-patient unit that has the potential to be locked and used as a therapeutic intervention for a patient/client requiring increased observation, supervision and support.

(b) The premise behind a patient/client being placed in a HDU is that a "significant risk" or "significant disruption" exists. The

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description of "significant" is to be considered in the context of the normal level or levels of acuity within the main ward environment of the in-patient unit.

(c) The staffing allocation in 9.6.1 (d) includes High Dependency Units.

(d) Each employer who operates a HDU will be required to adhere to health and safety standards and requirements for employees working within a HDU.

(e) Local HDU policies and/or agreements shall include (but are not limited to) the following health and safety principles:

(i) At least two nurses shall be allocated/rostered to a HDU when there are four or more patients in the HDU, unless determined by the Shift Leader as being clinically unwarranted.

(ii) Additional staff may be engaged in accordance with the local HDU policies and agreements.

(iii) The number of patients/clients being supported in a HDU should be consistent with the number of available beds, other than in exceptional circumstances.

(iv) Staff rostered in a HDU should have appropriate training and experience as a Psychiatric Nurse and expertise in all aspects of prevention and management of aggression.

(v) Where practicable, the employer shall not use casual or agency staff in a HDU, unless such staff are sufficiently trained and experienced.

(vi) The employer must not roster or allocate student nurses to a HDU;

(vii) Staff should only be rostered/allocated to HDU for periods of up to 4 hours per shift unless otherwise agreed between the individual nurse and the Shift Leader.

9.6.3 Community Caseload Management

(a) The Psychiatric Services Agreement Implementation Group (PSAIG) will oversee the development of an agreed state-wide standard. The agreed state-wide standard will

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incorporate the requirements set out in paragraph (e) of this clause.

- (b) The standard, once developed, is to be implemented by each employer through the Workplace Implementation Committee (WIC) process in accordance with any directions of the PSAIG.
- (c) Any existing caseload standard should be revised by the WIC to make sure it complies with the statewide standard.
- (d) Where a CMS cannot be agreed through the WIC process the matter shall first be referred to the PSAIG for resolution and then if necessary to Fair Work Australia.
- (e) CMS Requirements:

i) The principle that a clinician's caseload capacity, including the clinician's secondary caseload capacity, and case management is determined by a range of factors including:

- the clinician's ordinary rostered hours;
- client complexity and needs (which includes travelling time and documentation);
- clinical commitments to clients as well as team/service;
- organisational commitments;
- the clinician's professional development and clinical supervision commitments;
- the skill, competency and/or experience of the clinician.

(ii) The principle that all tasks assigned to the Employee, including caseload allocation and fixed and variable clinical and organizational commitments are expected to be capable of being completed within the Employee's normal weekly or fortnightly hours of duty.

(iii) The CMS will include provision for the following;

- a system that provides for systematic triage, allocation, monitoring, discharge and review functions of Client cases and

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- an agreed allocation tool to guide the allocation of the individual clinician's time will be incorporated at the relevant decision making points appropriate to each service. The tool will identify an Employee's:
 - Organisational Commitments eg EQUIP portfolios, planned absences such as ADO's, regular meetings etc
 - Clinical Commitments eg handovers, clinical commitments based upon assessment of existing client needs including travel, direct client contact, secondary meetings and other tasks associated with the case management of a client
 - Variable Commitments eg either clinical or organisational commitments that may vary from week to week
 - Fixed Commitments i.e. commitments that must occur

(iv) The agreed allocation tool will also incorporate the following:

- A case weighting system that reflects the acuity and complexity of cases allocated to each Employee;
- A regular method of clinical workload assessment; and
- A mechanism for caseloads to be reviewed between the clinician/team manager on a weekly basis or as otherwise determined at the service.

9.6.4 Overtime

Overtime and/or time in lieu should not be used as a means to augment the existing workforce or caseload requirements.

9.6.5 Secondary Caseloads

(a) In determining how to manage the caseload of a clinician during periods of planned and unplanned absences, consideration will be given at team level to the following:

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(i) other clinician's caseload commitments;

(ii) the principle that a clinician's caseload capacity and case management (including secondary caseload capacity) is determined by the CMS tool referred to in clause 9.6.3 and the CMS principles outlined therein

(b) Where the full or partial secondary caseload is agreed to be absorbed within the team the cases will be appropriately allocated according to the above principles;

(c) Backfill will be provided if the secondary caseload is unable to be managed despite active prioritisation of caseload at team level.

9.6.6 No Disadvantage

No clinician will be subject to less favourable treatment by the employer by reason of the employee seeking to enforce her/his rights under clause 9.6

9.7 Out of Hours Supervisor

The arrangements as at 19 December, 1997 in relation to a senior psychiatric nurse out of hours/in charge of facilities allowance will be maintained.

9.8 Skill Mix

9.8 Service improvements and productivity measures in inpatient units and community setting

9.8.1 Skill Mix

(a) The RPN component of an inpatient unit roster will be a minimum of two thirds [2/3rds] of the rostered staff.

(b) The remaining one third [1/3rd] of the roster can be filled by PSEN staff.

(c) The parties agree to support and facilitate the use of medication endorsement where held by a PSEN

(d) Subject to the following consideration

(i) The skill mix, experience and qualification profiles of the rostered staff, and

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- (ii) Access to other clinical support the 2/3rd : 1/3rd minimum staffing mix for the inpatient units referred to above includes adult acute, aged acute and child and adolescent units [CAMHS]

9.8.2 Community Mental Health

- (a) The parties agree to assist in facilitating over the life of the agreement an increase of up to 15% of community mental health staff to be RPN2, PSEN or PSO
- (b) In relation to clause 9.8.2 (a) the:
 - (i) RPN 2 placement shall be a training position and shall comply with the criteria outlined in 9.8.3.
 - (ii) PSEN role shall be appropriate to level and Experience. Where medication qualification exists, this should be taken into account in role description and work allocated.
 - (iii) PSO role shall be consistent with current classification and role description, that is will not include clinical interventions or treatment provided by RPNs/ PSENs/ Allied Health professionals but will provide a support role.

9.8.3 RPN2 Community Training Positions

- (a) Implementation proposals are to be the subject of local consultation including the respective community mental health team and with the parties to this agreement. Issues arising from the implementation of the proposals at a local level shall be dealt with in accordance with the Disputes Settling Procedures in this agreement.
- (b) The implementation proposals shall comply with the following criteria:
 - (i) The position is a genuine time limited (9 months) training and skills development opportunity with agreed pre-determined educational training requirements and competency assessment.
 - (ii) The development of community trainee positions shall ensure maintenance of the integrity of existing classification standards for community clinician at Grade 3 and above
 - (iii) There shall not be an increase in the case allocation of other clinicians within the team.
 - (iv) There can only be a maximum of 1 training position in each CCT, MST, PGAT and and/or Integrated team

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- (v) The RPN2 Community Training Positions will not undertake CATT assessment and intensive treatment or triage. However they may accompany an experienced clinician undertaking this work to meet experience and educational requirements.
- (vi) Appropriate supervision arrangements must be in place and detailed in a written supervision agreement that:
 - complies with DHS policy, and
 - is provided by an appropriately experienced RPN at a minimum level of RPN 4 from within the team; and
 - ensures that the supervision requirements of the supervisor is included their workload.
- (c) The RPN2 Community Training Positions are to carry a restricted case allocation which meets the following criteria
 - (i) restricted in number and complexity, and
 - (ii) generally stable and well known patients, and
 - (iii) supervised by more senior clinical staff
- (d) The RPN2 Community Training Positions shall not act as the primary therapist for any client during the first 3 months of the program.
- (e) The pay entry points for RPN2 Community Training Positions is based on the individual's current level and incremental pay point.
- (f) The RPN2 Community Training Positions must meet at least the following
 - (i) Current RPN 2 with mental health experience, or
 - (ii) New graduates with post graduate qualification
- (g) Graduates without post graduate qualification or mental health experience are excluded
- (h) On successful completion of the program the Employee shall be appointed to a position in the community in accordance with the classification standards or return to their substantive position.

9.8.4 Targeted reductions in Overtime and Agency Usage

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The parties agree to co-operate to achieve a targeted reduction in the use of agency staff and /or overtime through recruitment to current vacancies and the distribution of additional staff. This targeted reduction is not to result in the non-replacement of shift staffing.

10. DISPUTES SETTLING PROCEDURES

10.1 Resolution of disputes and grievances

10.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the National Employment Standards, other than termination of employment, must be dealt with in accordance with this clause. This includes a grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

10.1.2 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.

10.1.3 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.

10.2 Obligations

10.2.1 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.

10.2.2 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

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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.

10.2.3 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.

10.3 Agreement and dispute settlement facilitation

10.3.1 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:

10.3.1(a) Investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards;

10.3.1(b) Endeavouring to resolve a dispute arising out of the operation of the agreement or the National Employment Standards; or,

10.3.1(c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

10.3.2 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.

10.4 Discussion of grievance or dispute

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

10.4.2 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.

10.5 Internal process

10.5.1 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. The process must be consistent with the following principles:

a) The rules of natural justice;

(b) Provide for mediation or conciliation of the grievance;

(c) Provide that the employers will take into consideration any views on who should conduct the review; and

(d) be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

10.5.2 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.

10.5.3 If the matter is not settled, either Party may refer the matter to Fair Work Australia.

10.6 Disputes of a Collective Character

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10.6.1 The parties covered 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 FWA.

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

10.7 Conciliation

10.7.1 Where a dispute or grievance is referred, a member of FWA 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.

10.7.2 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.

10.7.3 Conciliation before FWA 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 FWA 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,

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(c) the parties to the dispute have informed the FWA 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.

10.8 Arbitration

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

10.8.2 Where a member of FWA 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.

10.8.3 Subject to sub-clause 10.8.4 below, the determination of FWA is binding upon the persons covered by this agreement.

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

10.9 Conduct of Matters Before FWA

10.9.1 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, FWA may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Fair Work Act 2009.

10.11 Discipline

(a) Where disciplinary action is necessary, the management representative shall notify the Employee of the reason. The first

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warning shall be verbal and will be recorded on the Employee's personnel 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 personnel 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 recurs, the Employee's employment may be terminated. However, an Employee's employment may not be terminated without the authority of senior management.

(e) Despite paragraphs (a) to (d) above, 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 clause 10.1 - 10.10.

(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 personnel file.

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

10.12 Introduction of Change

(a) Job Security

The Parties recognise that security of employment is an important issue for employees covered by this Agreement and will take account of this when organisational change occurs.

(b) Employer's Duty to Notify

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

(c) Significant Effects

Unless otherwise provided for in this Agreement, "significant effects" includes the termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of the hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of Jobs.

(d) Employer's Duty to Discuss Change

(i) The Employer will discuss with the employees affected and their union(s) the introduction of the changes referred to in clause 10.5(b) , the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and or their unions(s) in relation to the changes.

(ii) The discussions between the Employer, the Employee and the relevant union will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.5(b).

(iii) To facilitate such discussions, the Employer shall provide the affected Employee with all relevant information about the changes proposed; the expected effects of the change on employees and any other matters likely to effect employees provided that the Employer shall not be required to disclose confidential information.

10.13 Redeployment

(a) The redeployment provisions, including salary maintenance and disturbance allowances, of the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award 1995 (Vic) shall be maintained for all employees who, at 19

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December 1997, were employees of the Department and be applied across all employers.

(b) Where relevant redeployment/ relocation agreements exist with the employer, which are acceptable to the unions, then those arrangements shall apply, either in their entirety or in a modified form as agreed between the Parties to employees the subject of the agreements.

(c) Where there are no such agreements, such agreements shall be negotiated between the Parties.

(d) The provisions of clause 10.13 shall only apply with respect to the particular employer.

(e) Nothing in this Agreement effects the entitlement to salary maintenance of an employee who is currently a beneficiary of salary maintenance.

11 NO FURTHER CLAIMS

11.1 The parties acknowledge that this Agreement settles all claims in relation to terms and conditions of employment of all employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

11.2 Subject to an employer meeting obligations to consult arising under this Agreement or a contract of employment binding on that employer, it is not the intention of this provision to inhibit, limit or restrict an employer's right to introduce change at the workplace.

11.3 The Parties agree to commence discussions no later than six months prior to the nominal expiry date of this Agreement. Clause 11.1 does not prevent a party from making a claim during the six month period prior to the nominal expiry date of this Agreement.

11.4 Posting Agreement

A copy of this Agreement shall be posted up by the employer in a conspicuous place accessible to all employees.

12 INDIVIDUAL TRANSITIONAL EMPLOYMENT AGREEMENTS AND FBT

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12.1 An employer will not offer or require employees to enter into an Individual Transitional Employment Agreement during the life of this Agreement.

12.2 The Parties have agreed to the principle that employees who use an employer provided motor vehicle as a result of the performance of their employment duties (eg. crisis assessment treatment team on-call functions) are not to suffer any financial disadvantage, howsoever incurred, as a result of fringe benefits tax (FBT) law.

PART 3 - SALARIES, ALLOWANCES, HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

DIVISION I - GENERAL

13 OH&S COMMITTEES AND WORKING PARTIES

13.1 The Parties to this Agreement are committed to a proactive approach in the prevention and management of workplace injuries, amongst employees.

13.2 The Parties acknowledge that there were a wide range of occupational health and safety (OHS) matters raised in the ANF and HACSU's 2004 Psychiatric Services claims. In an effort to improve safety for the Employees, 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 and HACSU to discuss, investigate and where possible, make recommendations in relation to those claims.

DIVISION II - TRANSITIONAL AND MAINTENANCE PROVISIONS FORMER SECTION 97 EMPLOYEES

14 ACCRUED ENTITLEMENTS

14.1 A former section 97 employee who has accepted an offer will have any leave entitlements which have accrued at the time of acceptance of an offer preserved and will be permitted to take those accrued entitlements as if they were employed under the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award 1995 (Vic).

14.2 Following the date of acceptance of an offer, the employee will accrue and take entitlements in accordance with this Agreement.

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14.3 The Parties agree that employees who accept an offer under clause 14.1 shall be deemed to have been in continuous employment for all purposes, including for recognition of prior service, subject to meeting the requirements of this Agreement.

15 PART TIME NURSES NOT IN RECEIPT OF COMMUTED ALLOWANCE

For the term of this Agreement, it is agreed that the status quo as at 7 October 2003, that is the treatment of employees which includes any wage adjustments resulting from the AIRC decision of 29 September 2000 which has applied over the 2000-2003 period and under this Agreement, continue to apply until replaced by some other negotiated agreement.

16 NON DIRECT CARE EMPLOYEES

16.1 Employees who were employed in facility services officer and trades classifications as at 19 December 1997 shall retain their classification, leave provisions and total emolument (with future pay increases made in accordance with Schedule B of this Agreement) indefinitely or until promotion occurs. Leave shall include - recreation, substitute, sick and accident compensation leave contained within the Victorian Health and Community Services (Psychiatric, Disability and Alcohol and Drug Services) Award 1995(Vic) as at 1 July 1997.

16.2 Continued promotional progression through the Facility Services Officer and/or Trades structures may only occur on an agreed basis between the employer and the employee.

16.3 A person who commenced employment on or after 20 December 1997 who is engaged in a non direct care function solely or substantially in the provision of psychiatric and/or mental services in Victoria shall be classified in the relevant classifications in accordance with Part 4, Division IV of this Agreement.

DIVISION III - SALARY INCREASES AND INCREMENTS

17 SALARIES

(a) The salaries and allowances payable to Registered Psychiatric Nurses, Psychiatric State Enrolled Nurses and Psychiatric Services Officers are set out in Schedule B, Part A and Part B.

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(b) Where allowance and salary increments are provided for the Employees classification, the Employee shall be entitled to progress through the annual increments on the anniversary of their employment.

(c) The wage adjustments for non direct care employees shall be determined by the outcome of relevant general HSUA rounds and subsequently incorporated into this agreement. The salaries and allowances payable for non direct care staff are set out in Schedule B, Part A and Part B.

18 SUPERANNUATION

18.1 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.

18.2 An Employer will offer to make superannuation contributions on behalf of an Employee who begins employment with an Employer after commencement of this Agreement to either the Health Employees Superannuation Trust of Australia superannuation fund (HESTA) or the HealthSuper Superannuation Fund..

18.3 Subject to clause 18.1, 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 HESTA.

18.4 Superannuation contributions paid by the employer into an approved superannuation fund will be calculated on the basis of the rates of pay specified in this Agreement not on the salary remaining after a component is sacrificed.

18.5 Salary sacrifice arrangements in relation to the defined benefits scheme will become available in the event that the Minister for Finance makes a Declaration under the relevant Victorian superannuation legislation. The parties are committed to developing a timely implementation process for Employees electing to salary sacrifice superannuation payments.

19 PAYMENT OF SALARIES

19.1 Employee's salaries shall be paid by direct credit into the employee's nominated bank, building society, credit union account

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or other nominated account for such purposes by midday on the day in which the employer's pay day falls due.

19.2 Employees shall be given a written statement on the day in which the employer's pay day falls due showing or from which may be calculated the amount of ordinary pay, overtime, penalty rates and allowances; and the amount of deductions for any purpose in respect of the amount paid.

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

19.4 If an employee is kept waiting for longer than the close of business on the business day following notification by the employee to Payroll of an underpayment or non payment under clause 19.2 or 19.3, the employee will be paid overtime rates for the duration of the period until such moneys owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.

19.4.1 This clause operates subject to:

- a) i) the underpayment is 5% or more of the remuneration owed under clause 19.2 or 19.3
- a) ii) except in cases of hardship, amounts less than 5% will be processed in the employee's next pay period.
- a) iii) where the employee notifies the employer of hardship in respect of an amount owing of less than 5%, the employer will make its best endeavours to make the payment owing as soon as possible.
- b) the employer will notify the employee of the adjustment being processed and provide the date of payment and any payment identification details
- c) the employer has fulfilled their obligations under 19.4 if payment has been processed by close of business on the next business day following notification by the employee of an underpayment as described in 19.4.1 (a) (i).
- d) it is both parties' obligation to complete and forward the timesheet for processing in accordance with the internal processes.
- e) Where an underpayment or non-payment arises as a result of employee error the penalty under clause 19.4 does not apply. However, upon notification, the employer will

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make its best endeavours to make the payment owing as soon as possible.

19.5 Clause 19.4 will not come into effect if any unforeseen event outside the control of the employer frustrates the employer's ability to meet the requirements of this clause.

20 SALARY PACKAGING

All employees will have access to salary packaging arrangements as follows:

20.1 By agreement with the employee, the current rate of pay specified in Schedule B, Part A or the employee may be salary packaged in accordance with the employer's policy on salary packaging provided that the employer's policy is consistent with the salary sacrifice guidelines published by the Australian Tax Office.

20.2 The employee shall compensate the employer from within their base remuneration, for any Fringe Benefits Tax 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 employer may cease the employee's salary packaging arrangements.

20.3 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 Fringe Benefits Tax Act 1986 (Cth) 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.

20.4 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 services (as applicable), as varied from time to time.

20.5 The Parties recommend to employees who are considering salary packaging that they seek independent financial advice. The employer shall not be held responsible in any way for the cost or

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outcome of any such advice and furthermore, the Parties agree that any costs associated with salary packaging shall be paid for by the employee.

21 ALLOWANCES

21.1 Qualification Allowance - Registered Psychiatric Nurses

A Registered Psychiatric Nurse is entitled to a qualification allowance set out below, subject to the following:

(a) Subject to clause 21.1(b) a Registered Psychiatric Nurse holding more than one qualification is only entitled to one qualification allowance, that being the allowance for the highest qualification held.

(b) Before such allowance will be paid, it must be demonstrated that a component of the relevant qualification (at least) is applicable to the employee's current area of practice. In situations where a component of a post graduate 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:

(i) the clinical or other area of work of the Registered Psychiatric Nurse;

(ii) the classification and position description of the Registered Psychiatric Nurse;

(iii) whether the qualification would assist the Registered Psychiatric Nurse to perform his or her role and/or assist in maintaining quality patient care and/or assist in the administration of the area in which the Registered Psychiatric Nurse is employed.

(c) Certificates obtained from training or education facilities shall be recognised provided that the programs are equivalent to a University/graduation certificate and the training / education facility verifies that in writing.

(d) A Registered Psychiatric Nurse claiming an entitlement to a qualification allowance must provide the employer with evidence that the qualification is actually held. For the avoidance of

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doubt, a qualification allowance cannot be claimed by a Registered Psychiatric Nurse in respect of that employee's base qualification leading to initial registration as a Registered Nurse Division 1 or Registered Nurse Division 3, provided that:

(i) a Registered Psychiatric Nurse holding two qualifications, the first leading to registration as a Registered Nurse Division 1 and the second as a Registered Nurse Division 3 (or vice versa) is entitled to claim a qualification allowance for the second held qualification;

(ii) a Registered Psychiatric Nurse holding a qualification which has converted that employee's base qualification leading to initial registration as a Registered Nurse Division 1 or Registered Nurse Division 3 into a qualification in a different stream of nursing is entitled to claim a qualification allowance for the converted qualification;

(iii) a Registered Psychiatric Nurse holding a qualification which has converted that employee's base qualification leading to initial registration as a Registered Nurse Division 1 or Registered Nurse Division 3 into a qualification in the same stream of nursing is not entitled to claim a qualification allowance for the converted qualification.

(e) A Registered Psychiatric Nurse who holds a Hospital Certificate or Post Graduate Certificate shall be paid in addition to her/his salary, the following amount:

(i) Hospital/Post Graduate Certificate (or equivalent) - 4.0% of the Allowance Rate

(f) A Registered Psychiatric Nurse who holds a Post-Graduate Diploma or Degree (other than a nursing undergraduate degree) shall be paid, in addition to her or his salary, the following amount:

(i) Post Graduate Diploma or Degree (or equivalent) - 6.5% of the Allowance Rate

(g) A Registered Psychiatric Nurse who holds a Masters or Doctorate, shall be paid in addition to her/his salary, the following amount:

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(i) Masters or Doctorate - 7.5% of the Allowance Rate

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

(i) The allowance is to be paid on a pro-rata basis for all non-full time employees.

(ii) The actual dollar amounts of this allowance shall be as set out in Schedule B, Part B.

21.2 Qualification Allowance - Psychiatric State Enrolled Nurses and Psychiatric Services Officers

(a) Subject to clauses 21.2(b) and 21.2(c), a Psychiatric State Enrolled Nurse and Psychiatric Services Officer who holds a Certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration by the Victorian Nurses Board) in which it is demonstrated that a component (at least) is applicable to the Employee's current area of practice and/or work shall be paid the following allowance:

(i) a certificate or qualification for a course of 6 months duration including a pre or post registration course leading to endorsement to administer medication - 4% of the wage rate for that employee;

(ii) a certificate or qualification for a course of 12 months duration - 7.5% of the wage rate for that employee.

(b) Provided that only one allowance is payable to each Psychiatric State Enrolled Nurse or Psychiatric Service Officer, being the allowance for the highest qualification held, and provided that the certificate or qualification is relevant to the work performed.

(c) A Psychiatric State Enrolled Nurse or a Psychiatric Services Officer claiming entitlements to the qualification allowance must provide the employer with evidence that the qualification is actually held.

(d) For the avoidance of doubt, a qualification allowance cannot be claimed by a Psychiatric State Enrolled Nurse in respect of that employee's qualification leading to registration as a Division 2 nurse.

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21.3 Meal Allowance

An employee shall be supplied with an adequate meal where the employer has her/his own cooking and dining facilities or be paid meal money in addition to any overtime payment as follows:

(a) when required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive), or in the case of a shift employee when the overtime work on any shift exceeds one hour:

(i) for Registered Psychiatric Nurses - as set out in Part B of Schedule B;

(ii) for Psychiatric State Enrolled Nurses/Psychiatric Services Officers and Non Direct Care Employees - as set out in Part B of Schedule B, provided that where such overtime work exceeds four hours a further meal allowance of:

(iii) as set out in Part B of Schedule B for Registered Psychiatric Nurses; or

(iv) as set out in Part B of Schedule B for Psychiatric State Enrolled Nurses/Psychiatric Services Officers and Non Direct Care Employees,

shall be paid;

(b) when required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours by a shift employee on her/his rostered day off and initial:

(i) as set out in Part B of Schedule B for Registered Psychiatric Nurses;

(ii) as set out in Part B of Schedule B for Psychiatric State Enrolled Nurses/Psychiatric Services Officers and Non Direct Care Employees;

and a further

(iii) as set out in Part B of Schedule B for Registered Psychiatric Nurses;

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(iv) as set out in Part B of Schedule B for Psychiatric State Enrolled Nurses/Psychiatric Services Officers and Non Direct Care Employees,

when required to work more than nine hours on such day;

(c) clauses 21.3(a) and 21.3(b) shall not apply where an employee could reasonably return home for a meal within the period allowed;

(d) on request meal money shall be paid on the same day as overtime is worked.

21.4 Recall Allowance

(a) When an employee is rostered on call and is recalled to duty such employee shall be paid a minimum of two hours salary for each occasion on which she or he is recalled.

(b) An employee who is recalled to work outside ordinary rostered hours and who uses his or her vehicle for transport from home to place of work and return shall receive an allowance at the rate payable to officers of the Victorian Public Service, with a minimum payment for each occasion of such use.

(c) In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the employee.

21.5 Telephone Allowance

Where the employer requires an employee to install and/or maintain a fixed 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 Part B

21.6 Travelling Allowance

Any employee whose duties require her/him to travel shall be paid first class fares and all reasonable out-of-pocket expenses.

21.7 Saturday and Sunday Work

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- (a) Payment for all ordinary rostered hours of work performed between midnight Friday and midnight Sunday (inclusive) shall be paid for at the rate of time and one half.
- (b) If the Saturday or Sunday work involves duty in excess of the prescribed ordinary rostered hours the excess period shall be paid at the rate of double time.
- (c) This clause shall not apply to employees above the classification of RPN 5.
- (d) Further, with respect to PSEN's, PSO's and Non Direct Care Employees, work performed during broken shifts outside the spread of 9 hours from the time of commencing work shall be paid at the rate of time and three quarters, and outside the spread of 12 hours from the time of commencing work, at the rate of double time.
- (e) Except in circumstances of a redeployment, a part-time employee who was also a part-time employee of the Department as at 19 December 1997 and who became employed (and continues to be employed) by an employer who is a respondent to this Agreement, shall be paid a 100% shift penalty payment for all work performed on a Sunday. For the avoidance of doubt, such an employee will not also be entitled to receive the penalty described in clauses 21.7(a) to 21.7(d) above.

21.8 Employees in Receipt of Commuted Allowance

- (a) Employees who as at 19 December 1997 were employees of the Department and in receipt of a commuted allowance will be entitled to continue to receive a commuted allowance in accordance with the terms of this Agreement.
- (b) The entitlement to commuted allowance provided to full-time nursing and direct care Employees, other than Directors or Deputy Directors of Nursing, who are required to perform rostered time of ordinary hours on Saturdays, Sundays and public holidays to be paid an annual allowance at a rate equivalent to 18% of the Employee's annual salary.
- (c) Commuted allowance is regarded as salary for all purposes, including superannuation, long service leave, sick leave, annual leave and parental leave.

21.9 Shift Allowances

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(a) In addition to any other rates prescribed elsewhere in this Agreement employees whose rostered hours of ordinary duty finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.30 am shall be paid an amount equal to 2 1/2 per cent of the rate of the allowance rate as prescribed in clause 4(b) of this Agreement per rostered period of duty per rostered period of duty.

(b) Providing that in the case of an employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00 am he or she shall be paid an allowance for any such period of duty and provided further that in the case of an employee permanently working on any such rostered hours of ordinary duty shall be paid an allowance. The rate of payment of these allowances shall be set out in Schedule B, Part B.

(c) Provided that the shift allowance shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.

(d) Permanently working shall mean working for any period in excess of four consecutive weeks.

(e) Provided that this clause shall not apply to employees above the level of RPN 5.

(f) Provided further that in the case of a PSEN, PSO or Non-Direct Care Employee who changes from working one shift to another shift, time of commencement of which differs by four hours or more and from that of the first shift, she/he shall be paid an amount equal to 4% of the allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause.

(g) Notwithstanding the provisions of clause 21.9, the change of shift allowance is not payable where the employer agrees to a request in writing made on behalf of one or more PSEN's, PSO's or Non-Direct Care Employees for changes in shifts.

21.10 Uniform and Laundry Allowance - RPN's

(a) Where uniforms are not provided for an RPN such RPN shall be paid a uniform allowance either per day or part thereof on duty or per week, whichever is the lesser amount, in accordance with the rates set out in Schedule B, Part B.

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(b) Where such RPNS uniforms are not laundered by or at the expense of the hospital, the RPN shall be paid a laundry allowance of per day or part thereof while on duty or per weekly whichever be the lesser amount in accordance with the rates set out in Schedule B, Part B.

(c) The uniform allowances but not the laundry allowances shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond one day. Where, prior to taking leave, an RPN was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(d) Where the employer provides an RPN with uniforms, all articles so provided remain the property of the Employer.

21.11 Uniform and Laundry Allowance - PSEN's, PSO's and Non Direct Care Employees

(a) PSEN's, PSO's and NDC Employees required by the employer to wear uniforms shall be supplied with an adequate number of such uniforms, appropriate to the occupation free of cost to employees.

(b) Uniforms shall remain the property of the employer and be laundered and maintained by such employer free of cost to the PSEN, PSO's and NDC Employees.

(c) In lieu of the provision of such uniforms, the employer may, by agreement with the PSEN, PSO's and NDC Employees, pay such PSEN, PSOs and NDC Employees a uniform allowance per day or part thereof on duty or per week, whichever be the lesser amount in accordance with the rates set out in Schedule B Part B.

(d) Where such PSEN's, PSO's and NDC Employees' uniforms are not laundered by or at the expense of the employer, the PSEN, PSO's and NDC Employees shall be paid a laundry allowance per day or part thereof on duty per week, whichever be the lesser amount at the rates set out in Schedule B Part B.

(e) Uniform allowance but not the laundry allowance shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond one day. Where, prior to taking leave, a PSEN, PSO's or NDC Employees would pay the uniform allowance other than at the weekly rate, the rate to be paid

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during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

(f) Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of a PSEN, PSO's or NDC Employees and an adequate supply of same shall be maintained.

21.12 Vehicle Allowance

(a) Where an employee is required to use their own vehicle in connection with their duties, they shall be paid an allowance in accordance with the table contained in Schedule B, Part B.

(b) Note: PMU means power mass units as stated in the certificate of registration of the vehicle.

(c) Provided that there be a minimum payment of 50 cents for each occasion of use.

(d) Any employee engaged for a distant position where a definite period of engagement is not stated shall after six months' continuous service, receive a refund of first class railway or bus fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.

(e) Any employee engaged for a distant position for a definite period shall, upon completion of the term of the engagement, receive first class railway, coach or plane fares or necessary mileage for use of private car for return trip or reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

21.13 Higher Duties Allowance

(a) Subject to clause 21.13(b) an RPN, other than an RPN classified above RPN 5, engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

(b) Notwithstanding the provisions of clause 21.13(a), the following provisions shall apply to employees who are appointed to relieve a Unit Manager:

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(i) Off Duty Shifts

(A) Where a work unit involves shift work, Deputy Unit Managers may be appointed to undertake in-charge functions during the off duty periods of the Unit Manager. The rate of pay assigned to Grade 3 includes payment for the performance of the in-charge function during the off duty periods of the Unit Manager.

(B) Where an RPN other than a Deputy Unit Manager is required to act in-charge during the off duty period of Deputy Unit Managers (which event shall be the exception to the rule), such RPN shall be paid at the minimum rate applicable to the Deputy Unit Manager position which would normally be in-charge on that shift.

(C) Provided that where no Deputy Unit Manager position has been appointed with respect to the relevant shift, the provisions of clause 21.13(a) shall apply.

(ii) Periods of Absence

(A) The provisions of clause 21.13(b) shall apply to all periods of absence of a Unit Manager up to and including five days. For absences in excess of five days, the relieving Deputy Unit Manager shall be paid at the minimum rate for the Unit Manager for the entire period of relief and other employees who consequently act in a higher position shall be similarly remunerated at the minimum rate of that higher position for the entire period of relief.

(B) An RPN above the level of RPN 6 who is called upon to relieve an RPN in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

(c) PSEN's, PSO's and Non Direct Care employees engaged in any one day or shift for more than one hour on duties carrying a higher rate than the classification in which she/he is ordinarily employed shall be paid for the full day or shift at the higher rate, but if so engaged for one hour or less only the time so worked shall be paid for at the higher rate.

(d) A PSEN Grade 1 who is assigned the work of a PSEN Grade 2 in any one day or shift for more than one hour shall be paid at the

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increment point in the PSEN Grade 2 salary range immediately above the employee's existing PSEN Grade 1 salary.

21.14 In-Charge Allowance - Non Direct Care Employees

(a) In respect of any non direct care employee, to whom an in-charge allowance is not payable, the following allowance shall be paid in the event of his or her being appointed or delegated to exercise control over other employees.

In-charge of one to nine employees	7%
In-charge of ten to 29 other employees	10%
In-charge of 30 or more employees	15%

Such percentage to be calculated upon the base rate payable under Schedule A and shall be additional to any other allowance to which the employee is entitled.

(b) The provisions of this clause shall not apply to the following classifications:

Chef Grade A
Chef Grade B
Chef Grade C
Chef Grade D
Second Cook Grade A
Second Cook Grade B
Second Cook Grade C
Second Cook Grade D
Gardener Superintendent
General Services Supervisor
Food Services Supervisor
Clerical Supervisor

21.15 Seniors Allowance - PSEN, PSO and NDC Employees

(a) An employee who is appointed as a "Senior" will have his/her classification preceded by the word "Senior" and paid an allowance of 10% to be calculated upon the base rate payable in Schedule B Part A in addition to any other allowance to which the employee is entitled.

(b) Appointment to a classification preceded by the word "Senior" will only be made where the work performed by such person

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represents a net addition to the work value of the substantive role in a similar area or areas. Indicative of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increased emphasis on the performance of core functions already undertaken by employees in that classification.

(c) A net addition to the work value of the substantive role of an employee 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 is required to fulfill the role of an employee employed in a similar area or areas; and

(iv) a greater level of judgment is required from the employee whereby he/she is capable of making independent decisions to a degree not generally expected of an employee employed in a similar area or areas; and

(v) a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above that of her or his peers employed in a similar area or areas by the employer where the requirements of sub-clause (b) continue to be met.

(d) Where the employer no longer requires the employee to perform the extra duties (that attract the allowance), the employee will be informed and consultation will occur regarding scope for other extra duties to be identified that the employer may require the employee to perform which may attract payment of the allowance.

21.16 Heat Allowance - PSEN, PSO and NDC Employees

(a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius, employees shall be entitled to 20 minutes rest after every two hours work without deduction of pay.

(b) It shall be the responsibility of the employer to ascertain the temperature.

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(c) Where an employee works for more than one hour in the shade in places where the temperature is raised by artificial means, the employee shall be paid an allowance of \$0.40 per hour.

21.17 Nauseous Allowance - NDC Employees only

(a) Nauseous allowances will not be payable to any employee employed as Psychiatric State Enrolled Nurse or a Psychiatric Services Officer as a separate allowance.

(b) NDC employees will be paid an allowance of 35 cents per hour or part thereof in addition to the rates prescribed elsewhere in this agreement for all time during which they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers.

(c) NDC employees will be paid an allowance of 35 cents per hour or part thereof for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification provided:

(i) that any employee who is paid an allowance prescribed by clause 21.17(b) shall not be entitled to an allowance under 21.17(c);

(ii) that any employee who is entitled to be paid an allowance under clauses 21.17(b) or 21.17(c) shall be paid a minimum sum of \$1.63 for work performed in any week.

21.18 Childcare Allowance

21.18.1 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.

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

21.19 Interpreters Allowance - NDC Employees only

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(a) Qualified Interpreters

In addition to any amount payable under this clause and deductions and allowances of this agreement, any person employed as an interpreter (qualified) and who is accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) shall receive a qualified interpreters allowance in accordance with Part B of Schedule B. This allowance shall be considered to be part of the normal full weekly rate of pay for all purposes and shall be treated and adjusted as such.

(b) Occasional Interpreting

An employee not employed as a full-time interpreter who is required to perform interpreting services shall receive an occasional interpreters allowance in accordance with Part B Schedule B.

DIVISION V - LEAVE

22 PROFESSIONAL DEVELOPMENT AND ASSOCIATED ENTITLEMENTS

22.1 Professional Development/Study Leave

(a) From 1 April, 2005 all full-time and part-time employees who work a minimum of three shifts per week and who are employed in the classifications of RPN, PSEN or PSO are entitled to five day's paid professional development/study leave per year (in addition to other leave entitlements in this Agreement).

(b) All other full-time and part-time employees are entitled to two days paid professional development/study leave per year.

(c) A day's pay will be based on the individual employee's usual shift length.

(d) Employees may access all or part of a subsequent year's entitlement during one year. The entitlement for the subsequent year will reduce accordingly.

(e) Professional development/study leave may be utilised:

(i) to attend nursing or health related conferences, seminars or workshops; or

(ii) for research or home study; or

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(iii) for undertaking study

(f) An employee wishing to take professional development/study leave must apply in writing to the Unit Manager at least 6 weeks' prior to the proposed leave date. If the employee is wishing to take professional development/study leave to undertake home study the employee is required to complete an application form providing details of the home study, including details of the relevance of the study to the employee's employment

(g) An employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time.

(h) The application for professional development/study leave shall be approved by the Unit Manager unless there are exceptional circumstances that justify non-approval.

(i) The employer must notify the employee in writing if the leave is not granted and the reasons will be included in the notification to the applicant.

(j) If an application is made for professional/study leave under sub-clause 22.1 (a) or (b) or any portion thereof but leave is not 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.

(k) Other than in accordance with clause 22.1(j), professional development/study leave shall not accrue from year to year.

22.2 Study Leave - All Employees

(a) Subject to organisational policy for the taking of study leave and the distribution of study leave places, and the number of study leave places in the mental health services funded by the Department, employees will be entitled to 4 hours' paid study leave for 26 weeks per annum.

(b) Subject to (a) above, a minimum of 440 psychiatric nurses will be eligible to receive study leave for postgraduate study over the life of this Agreement.

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(c) Paid study leave may be taken as mutually agreed by, for example, 4 hours per week, 8 hours per fortnight or blocks of 38 hours at a residential school.

(d) Study leave must only be used for research and/or studies in relation to a post-graduate course at a tertiary education institution that directly relates to the employee's employment.

(e) Subject to (a) above, PSEs will be eligible to:

(i) undertake post registration mental health modules;

(ii) undertake training in respect of which a qualifications allowance is payable;

(iii) receive two weeks leave to undertake clinical placements where they are enrolled in an undergraduate course of training leading to registration as a Registered Nurse Division 1.

(f) An employer must not unreasonably refuse to grant study leave to a Psychiatric State Enrolled Nurse.

(g) A part-time employee will be entitled to paid study leave on a pro-rata basis.

(h) An employee wishing to take study leave in accordance with sub-clause 22.2(a) 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 enroll; and

(ii) details of the relevance of the course to the Employee's employment.

(iii) The employer will notify the Employee of whether her or his request for study leave has been approved within 7 days of the application being made.

(i) Leave accrued pursuant to this clause is not cumulative from year to year.

22.3 Examination Leave - Registered Psychiatric Nurses and Psychiatric State Enrolled Nurses

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(a) A RPN shall be entitled to five days paid leave in any one year for the purposes of undertaking and/or preparing for examinations in a course of study.

(b) Psychiatric State Enrolled Nurses who are undertaking training to qualify as a Registered Nurse - Division 1 (as defined in the Health Professions Registration Act 2005 (Vic) are entitled to five day's study leave each year to attend examinations in the course of that training.

(c) The entitlement to leave pursuant to clause 22.3(a) shall be:

(i) available to full-time and part-time RPNs who are employed to work no less than an average of three shifts or 24 hours per week;

(ii) subject to a RPN having been employed by the particular establishment for 18 months immediately prior to taking of examination leave;

(iii) granted for studies which are relevant to employment at the establishment and would normally be undertaken in a Tertiary Institution; and

(iv) taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave.

22.4 Professional Development Plan

Where requested by an employee, a professional development plan will be developed and agreed in conjunction with the discipline senior and Clinical educator/consultant. The employer will not unreasonably withhold support, and where agreed, will facilitate the employee's participation in the program.

23 PUBLIC HOLIDAYS

23.1 Public Holidays

(a) An employee shall be entitled to holidays on the following days:

(i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

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(ii) the following days, as prescribed in Victoria:

(A) Australia Day, Anzac Day, Queen's Birthday, and Labour day;

(B) Melbourne Cup day or in lieu of Melbourne Cup Day, some other day as determined in a particular locality;

(C) when Christmas Day is on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;

(D) when Boxing Day is on a Saturday or a Sunday, an additional holiday shall be observed on 28 December;

(E) when New Year's Day or Australia Day is on a Saturday or Sunday, an additional holiday shall be observed on the next Monday.

(b) Where public holidays are declared or prescribed on days other than those set out in sub-clause 23.1(a), those days shall constitute additional days for the purpose of this Agreement.

(c) Any RPN who is required to be on duty on the following days: New Year's Day, Australia Day, Labour day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup day, Christmas Day and Boxing Day and such other day or days as from to time may be proclaimed throughout the State as public holidays:

(i) shall be allowed another half day in lieu thereof and shall receive an additional half day's ordinary pay; or

(ii) shall receive an additional sum equal to a day's ordinary pay for that day.

(d) Any employee, other than an RPN, who works on a public holiday shall be paid double time and a half for the time worked. Where an employee, other than an RPN, ordinarily works Monday to Friday only and does not work on Easter Saturday, he or she shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu thereof or have one day added to their annual leave.

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(e) Provided that in respect of Melbourne Cup Day any other day may be substituted by mutual consent in the case of one or more employees, and provided that employees who are rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

(f) Accrued Days Off on Public Holidays

Where an employee's accrued day off falls on a public holiday pursuant to this clause, on which the employee would have been required to be on duty, another day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week (or five week) work cycle where practical, as the case may be.

(g) Public Holidays Occurring on Rostered Days Off

(i) An RPN shall receive a sum equal to a days ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday-Friday employees

(ii) For all other employees, if a public holiday occurs on his or her rostered day off he or she shall be entitled to one and a half times the payment for his or her ordinary day or where there is mutual consent within the four weeks following the date on which such holiday occurred an employee may take a day and a half off in lieu or have one and one half days added to his or her annual leave.

(h) Public Holidays Occurring During Annual Leave

Where any public holiday occurs during any period of annual holiday taken by an RPN pursuant to the annual leave provisions of this part, the RPN shall receive an additional sum equal to a day's ordinary pay for such day.

(i) Conversion of Public Holiday penalties to Leave - RPNs

An RPN may elect to convert the additional half day's ordinary pay to which they are entitled under sub-clause 23.1(d) for work performed on a public holiday to be taken as time in lieu of such penalty up to a maximum of five days per annum. Such accrued time in lieu may be added to the employee's accrued annual leave or long service leave subject to the following:

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(i) An employee must advise the employer of their decision to elect to convert their entitlements under sub-clause 23.1(c) to time in lieu at the beginning of each calendar year (commencing January 1, 2005) with leave to be taken pursuant to the annual leave/long service leave provisions of this Agreement;

(ii) Holiday leave loading does not apply to such leave.

(j) Conversion of Public Holiday penalties to Leave - (Health Professionals, Psychologists, PSEN's, PSO's and NDC)

(i) Effective from 1 January, 2005 an employee who works a public holiday and is entitled to public holiday penalties under sub-clause 23.1(d) may elect to convert their entitlement under sub-clause 23.1(d) to the following:

(A) be allowed another half day and receive an additional half day's ordinary pay; or

(B) receive an additional sum equal to a day's ordinary pay for that day.

(ii) An employee who makes an election under this provision shall be entitled to convert the fifty per cent component of the public holiday penalty prescribed by this subclause to be taken up to a maximum of five days additional leave added to either their annual leave or long service leave and taken pursuant to the annual leave/long service leave provisions of this agreement, but shall not attract annual leave loading.

(A) An employee who wishes to convert these provisions must advise their employer of their election to do so at the beginning of each calendar year.

(B) Employees who work Monday to Friday and who are not ordinarily required to work public holidays as they fall are eligible to accrue and take the additional leave in accordance with sub-clause 23.1(j)(i), (ii) and (iii) provided that:

- the employee advises their employer at the beginning of each calendar year that they are available to work on a public holiday, and

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- the employer, at its discretion, requests the employee to work the public holiday and the employee agrees and works that public holiday.

23.2 Part-time Employees Who are Rostered Off Duty on the Day on Which a Public Holiday Occurs

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

(a) Where 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 this Agreement.

(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:

Average Hours	Shift Length	Base Payment	Penalty	Payment
<u>24 hours</u> 38 hours	X 8 hours	5.05 hours	T1.5	7.575 hrs

(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.)

(c) A part-time employee who is only ever employed between a Monday to Friday, shall not receive any entitlement to Easter Saturday.

(d) 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.

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23.3 Casual Employees

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

23.4 Substituted Leave - Former Section 97 Employees

Employees who, as at 19 December 1997, were employees of the Department and had an entitlement to substituted leave shall continue to receive substituted leave in accordance with the following:

(a) full-time employees - who work shift work - will be granted the number of declared public holidays in a year as paid leave of absence regardless of whether the employee works a public holiday or not. The current entitlement of total leave of absence (including annual leave and substituted leave) continues to be 7 weeks and 1 day per year;

(b) part-employees - who work shift work - will be granted a substituted leave day when they work a public holiday in addition to a 50% penalty payment. Alternatively, the employee may elect not to be granted the substituted leave day but be compensated in lieu thereof by payment of an additional 100%.

(c) Employees who receive substituted leave in accordance with this clause 23.4 will not also be entitled to leave under sub-clause 23.1(c).

24 OTHER LEAVE ENTITLEMENTS

24.1 Annual Leave

This clause is to be read in conjunction with the annual leave provisions of this Agreement.

Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of single day annual leave absences, provided that:

(a) An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.

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(b) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(c) Sub-clause 24.1(a) is subject to the employer informing each union of its intention to introduce an enterprise system of annual leave flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

(d) Once a decision has been taken to introduce an enterprise system of single day annual leave, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Fair Work Regulations 2009(Cth).

24.2 Long Service Leave

(a) Entitlement

(i) An employee shall be entitled to long service leave with pay, in respect of continuous service with one and the same employer or service with Institutions or Statutory Bodies, in accordance with the provisions of this clause.

(ii) The amount of such entitlement shall be:

(A) On the completion by the employee of 15 years continuous service - 6 months long service leave and thereafter an additional 2 months long service leave on the completion of each additional five years service.

(B) In addition, in the case of an employee who has completed more than 15 years service and whose employment terminates otherwise than by the death of the employee, an amount of long service leave equal to one thirtieth of the period of her/his service since the last accrual of entitlement to long service leave under clause 24.2(a) (ii) (A).

(C) In the case of an employee who has completed at least 10 years service, but less than 15 years service and whose employment terminates for any cause other than serious and willful misconduct, such amount of long service leave as equals one thirtieth of the period of service.

(b) Service Entitling To Leave

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(i) Subject to this clause the service of an employee of an Institution, or Statutory Body shall include service for which long service leave, or payment in lieu, has not been received, in one or more Institutions including Statutory Bodies directly associated with such Institutions or Institution for the periods required by clauses 24.2(a) (i) and 24.2(a) (ii)

(ii) Subject to this clause service shall also include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for National Duty.

(iii) When calculating the aggregate of service entitling to leave any period of employment with any one of the said Institutions or Statutory Bodies of less than six months duration shall be disregarded.

(iv) Where a business is transmitted from one employer (the transmitter) to another employer (the transferee) an employee who worked with the transmitter and who continues in the service of the transferee shall be entitled to count her/his service with the transmitter as service with the transferee for the purposes of this clause.

(v) For the purposes of this clause service shall be deemed to be continuous notwithstanding:

(A) the taking of any annual leave, long service leave, or other paid leave approved in writing by the employer and not covered by clause 24.2(b) (v) (B) or 24.2(b) (v) (D);

(B) any absence from work of not more than 14 days in any year on account of illness or injury or if applicable such longer period as provided in the sick leave clauses of this Agreement.

(C) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;

(D) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under clause 32;

(E) any unpaid leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;

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(F) any interruption arising directly or indirectly from an industrial dispute;

(G) 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 13 weeks inclusive of any period of paid annual leave, which the employee actually received on termination or for which she/he is paid in lieu;

(H) the dismissal of an employee if the employee is re-employed within a period not exceeding two months from the date of such dismissal;

(I) any absence from work of a female employee for a period not exceeding 12 months in respect of any pregnancy;

(J) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the Written approval of the employer is given;

(K) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of her/his employment not covered by clause 24.2(b) (v) (D) Calculating Continuous Service

(vi) In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in clauses 24.2(b) (v) (A) to 24.2(b) (v) (F) shall be counted as part of the period of her/his service, but any interruption or absence of a kind mentioned in clauses 24.2(b) (v) (F) to 24.2(b) (v) (K) of the said clause shall not be counted as part of the period of service unless it is so authorised in writing by the employer.

(vii) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the employee concerned. A certificate in the following form shall constitute acceptable proof.

Certificate of Service

(Name of Institution) (Date)

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This is to certify that (Name of Employee) has been employed by this Institution/Society/Board for a period of (Years/Months/etc.) from (Dates) to

Specify hereunder full details of paid or unpaid leave or absences including periods represented by payment made in lieu of leave on termination:

Specify hereunder full details of Long Service Leave granted during service or on termination:

Signed: (Stamp of Institution):

(viii) The employer shall keep or cause to be kept a long service leave record for each employee, containing particulars of service, leave taken and payments made.

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

Where an employee who has completed at least 10 years service dies while still in the employ of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for one thirtieth of the period of the employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the employee.

(d) Payment for Period of Leave

(i) Payment to an employee in respect of long service leave shall be made in one of the following ways:

(A) in full in advance when the employee commenced her/his leave; or

(B) at the same time as payment would have been made if the employee had remained on duty; in which case payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or

(C) in any other way agreed between the employer and the employee.

(ii) Where any long service leave accrues to an employee pursuant to clause 24.2(a)(ii)(C) the employee shall be

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entitled to pay in respect of such leave as at the date of termination of employment.

(iii) Provided in the case of an employee of an Institution or Statutory Body who accrues entitlement pursuant to clause 24.2(a) (ii) (C) and who intends to be re-employed by another Institution or Statutory Body:

(A) Such an employee may in writing request payment in respect of such leave to be deferred until after the expiry of the employee's allowable period of absence from employment provided, in clause 24.2(b) (v) (G).

(B) Except where the employee dies the employer gives notice in writing that the employee has been employed by another Institution or Statutory Body the employer shall make payment in respect of such leave at the expiry of the employee's allowable period of absence from employment.

(C) Where the employee gives the employer notice in writing that the employee has been employed by another Institution or Statutory Body the employer is no longer required to make payment to the employee in respect of such leave.

(D) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the employee, the employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

(e) Taking of Leave

(i) When an employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement as is determined by a member of Fair Work Australia:

(A) provided that no such determination shall require such leave to commence before the expiry of six months from the date of such determination.

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(B) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.

(C) If the employer and an employee so agree:

(1) the first six months long service leave to which an employee becomes entitled under this part may be taken in two or three separate periods; and

(2) any subsequent period of long service leave to which the employee becomes entitled may be taken in two separate periods.

but save as aforesaid long service leave shall be taken in one period

(f) Long Service Taken Pro Rata

(i) The employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave shall not be granted before the employee has completed 10 years service.

(ii) Where the employment of an employee who has taken long service leave in advance is subsequently terminated for serious and willful misconduct before entitlement to long service leave has accrued, the employer may, from whatever remuneration is payable to the employee upon termination deduct and withhold an amount equivalent to the amount paid to the employee in respect of the leave in advance.

(g) Definitions

For the purpose of this clause the following definitions apply:

(i) Pay means remuneration for an employee's normal weekly hours of work calculated at the employee's ordinary time rate of pay at the time the leave is taken or (if she/he dies before the completion of leave so taken) as at the time of her/his death, and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave.

(ii) Month shall mean a Calendar Month.

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(iii) Institution shall mean any hospital or benevolent home, community health centre, Society or Association registered and subsidised pursuant to the Hospitals and Charities Act, Health Services Act 1988 (Vic) or the Cancer Institute constituted under the Cancer Act 1958 (Vic), or the Fairfield Hospital Board or the Victorian Bush Nursing Association (Inc.), or a Bush Nursing institution.

(iv) Statutory Body means the Hospital and Charities Commission of Victoria, the Department of Human Services (howsoever titled), the Department of Education and Early Childhood Development and the Victorian Nurses Board (howsoever titled).

(v) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding interpretation.

(h) Long Service Leave Taken at Half Pay

Where an employee has an entitlement to long service leave, the employer and employee wherever practicable may, by agreement and at the request of the employee, allow the employee to take whole or part of the long service leave at half pay for a period equal to twice the whole or part, as the case may be, of which the employee is so entitled. The employer's agreement shall not be unreasonably withheld.

(i) Transfer of Accumulated Service

Where an employee with in excess of 10 years continuous service is leaving the employ of the employer and transferring to another public sector Victorian health care institution to which long service leave accruals are portable, the employer agrees, when requested by the receiving employer and employee, to transfer to the receiving employer an amount equivalent to the accrued long service leave entitlement owing to the employee at the date of termination. Consequent upon such funds transfer, the receiving employer will afford the new employee full recognition of their accrued long service entitlements.

(j) Fund

The Parties agree to establish a process for the consideration of a state wide long service leave award.

24.3 PERSONAL/CARER'S LEAVE

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The provisions of this clause apply to full-time and regular part-time employees. See clause 24.3(r), 24.3(s) and 24.3(t) for casual employees' entitlements.

- (a) Amount of paid personal/carer's leave
Paid personal/carer's leave will be available to an employee when they are absent because of:
- (a) personal illness or injury (sick leave); or
 - (b) personal illness or injury of an immediate family or household member who requires the employee's care or support (carer's leave); or
 - (c) an unexpected emergency affecting an immediate family or household member (carer's leave); or
 - (d) the requirement to provide ongoing care or attention to another person who is wholly or substantially dependent on the employee, provided that the care or attention is not wholly or substantially on a commercial basis (carer's leave).

Personal leave entitlement

Personal leave of:

- (b) An employee is entitled to the following amount of paid personal/carer's leave:
- (i) Up to 121 hours and 36 minutes in the first year of service. Up to seven hours and 36 minutes of this entitlement shall constitute sick leave for each month of service in the first year of service;;
 - (ii) Up to 136 hours and 48 minutes in each year in the second, third and fourth years of service. Up to 106 hours and 24 minutes of this entitlement shall constitute sick leave in each year in the second, third and fourth years of service; and
 - (iii) Up to 190 hours in the fifth and following years of service. Up to 159 hours and 36 minutes of this entitlement shall constitute sick leave in the fifth and following years of service.
- (c) An employee's entitlement accrues progressively during a year of service according to the employee's ordinary hours

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of work and unused personal/carer's leave accumulates from year to year.

- (d) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation, and pro-rata accruals of sick leave the provisions shall apply to this clause.
- (e) The time for which an employee was absent from work due to illness will be deducted on a time for time basis from the employee's available accrued personal/carer's leave under clause 24.3(d) of this agreement.
- (f) Subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of carer's leave taken in accordance herewith is to be deducted from the employee's personal leave entitlement.
- (g) The entitlement to use personal leave is subject to the employee being responsible for the care or support of the person concerned.

Immediate family or household

(h) The term immediate family includes:

- (i) spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A defacto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (ii) child or an adult child (including an adopted child, a step child or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Use of accumulated personal/carer's leave

- (i) An employee is entitled to use accumulated personal/carer's leave for the purposes of this clause where the current year's personal/carer's leave entitlement has been exhausted.

Notice requirements for personal leave

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- (j) An employee will not be entitled to benefits under this clause if he/she fails to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 9.00 am.

Notice requirements for carer's leave

- (k) The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reason for taking such leave and the estimated length of absence. If it is not practicable for the employee/officer to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Evidence requirements for personal leave

- (l) In the event of an employee (other than a casual employee except where clauses 24.3(r), 24.3(s) and 24.3(t) are applicable) becoming sick and certified as such by a legally qualified medical practitioner approved by the employer or on the production of a Statutory Declaration signed by the employee (with respect to absences on three occasions in any one year such occasions not exceeding three consecutive working days), he or she shall be entitled to sick leave on full pay.
- (m) On not more than three occasions in any one year of service, an employee may be absent through sickness for one day without providing evidence of that sickness.
- (c) Where an employee is absent from duty on account of a disability or required to attend a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the employee shall be granted out of sick leave entitlements leave of absence for a period not exceeding five working days in aggregate in any sick leave year.

Evidence requirements for carer's leave

- (n) The employee must if required by the employer, establish by production of a medical certificate or statutory

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declaration, the illness of the person concerned and that the illness is such as to require care by another.

- (o) In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

Absence on public holidays

- (p) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

Unpaid personal leave

- (q) Where an employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in 24.3(a). The organisation and the employee will agree on the period. In the absence of agreement the employee is entitled to take up to two (2) days' unpaid carer's leave per occasion.

Casual employees - Caring responsibilities

- (r) Casual employees are entitled to be unavailable to attend work or to leave work:
- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - upon the death in Australia of an immediate family or household member.
- (s) The organisation and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (t) The organisation will require the casual employee to provide satisfactory evidence to support the taking of this leave.

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Portability and accumulation

- (u) If the full period of sick leave as prescribed in clause 24.3(a) is not taken in any year, such portion as is not taken shall be cumulative from year to year, provided that,
- where a business is transmitted from one employer (the transmitter) on or after 2 September 1980, to another employer (the transferee) an employee who worked with the transmitter and who continues in the service of the transferee the amount of accumulated sick leave which exceeds 224 hours shall be disregarded.
 - Where the one day absences referred to in clause 24.3 (aa) are not taken for a period of five years, an additional thirty-eight hours sick leave shall be added to the employee's accrued entitlement.
- (v) Provided that in respect of any period of absence which is less than an employee's allowable period of absence between an engagement with one institution and another, continuity of service shall be deemed to be unbroken. An employee's allowable period of absence shall be five weeks in addition to the total period of paid annual, long service or sick leave which the employee actually receives on termination or for which she/he is paid in lieu. Any period in excess of the allowable period of absence shall operate so as to exclude the employee from any benefit under this clause.
- (w) Provided further that where any employee for the sole purpose of undertaking a course of study related to nursing is with the written approval of the employer absent without pay for up to but not exceeding 104 weeks, such absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to sick leave portability.

Termination while on sick leave

- (x) The employer not shall terminate the services of an employee during the currency of any period of sick leave, with the object of avoiding their obligations

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under this clause.

24.4 BEREAVEMENT/COMPASSIONATE LEAVE

- (a) Employees are entitled to up to 4 days paid leave on each occasion when a member of the employee's immediate family or a member of the employee's household:
- contracts or develops a personal illness that poses a serious threat to his or her life;
 - sustains a personal injury that poses a serious threat to his/her life; or
 - dies.
- (b) Any unused portion of leave will not accrue from year to year and will not be paid out on termination.
- (c) Such leave does not have to be taken consecutively.
- (d) An employee may take unpaid leave by agreement with the employer.
- (e) The organisation will require the employee to provide satisfactory evidence to support the taking of leave.
- (f) Provided that this clause shall not have effect while the period of entitlement to leave coincides with any other period of entitlement leave.

24.5 Parental Leave

- (a) Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- (b) The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- (c) An eligible casual employee means a casual employee:
- (i) employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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- (d) For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).
- (e) Previous service within the public health sector, continuous with service with the Employer, is to be regarded for the purposes of accessing the entitlement to paid maternity leave for Employees with less than 12 months continuous service with an Employer.
- (f) An employer must not fail to re-engage a casual employee because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- (g) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

24.6 Definitions

- (a) For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (b) For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

24.7 Basic entitlement

- (a) Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of

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their child. An employee who does not satisfy the qualifying service requirement for the paid components of leave, or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks.

- (b) Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	10 weeks	42 weeks if primary care giver	52 weeks
Paternity/partner	1 week	51 weeks if primary care giver	52 weeks
Adoption leave - primary care giver	10 weeks	42 weeks	52 weeks
Adoption leave - secondary care giver	1 week	2 weeks	3 weeks

- (c) 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. The employee must give the employer prior notice of the employee's intention to take such leave.
- (d) Employees who already receive maternity/parental leave payments in excess of those above shall not suffer any disadvantage.

24.8 Employee Couple - Concurrent Leave

- (a) Parental leave is to be available to only one parent at a time, in a single unbroken period. However, both parents may simultaneously take:
- (i) in the case of paternity/partner leave an employee shall be entitled to a total of 1 week in connection with the birth of a child for whom he or she has

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accepted responsibility which may be commenced 1 week prior to the expected date of birth; and

- (ii) in the case of short adoption leave for the secondary care giver, 3 week's leave which may be commenced at the time of placement.
- (b) Subject to 24.13(a)(i), the total concurrent leave must be for a period of 3 weeks or less. Where the employer agrees, the employee may start concurrent leave earlier or end concurrent leave later than provided for in 24.8(a).

24.9 Maternity leave

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- (b) When the employee gives notice under 24.9(a)(i) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to 24.7(b) hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six week period immediately prior to the expected date of birth of

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the child or is on paid leave under 24.16(b), an employer may require the employee to provide a certificate from a registered medical practitioner stating that she is fit for work in her present position. The employer may require the employee to start maternity leave if the employee:

- (i) does not give the employer the requested certificate within 7 days after the request; or,
 - (ii) within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.
- (f) Where leave is granted under 24.9(d) hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

24.10 Personal Illness Leave and special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave (the employer may require the employee to provide evidence that would satisfy a reasonable person that the leave is taken for a reason below or a certificate from a registered medical practitioner) , in accordance with the following:
- (i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
 - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 24.7(b), and thereafter, to unpaid special maternity leave.

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- (b) Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.
- (c) For all purposes of this agreement, maternity leave shall include special maternity leave.

24.11 Paternity/Partner leave

- (a) An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- (i) evidence (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse, states that she is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
 - (iii) a statutory declaration stating:
 - except in relation to leave taken simultaneously with the child's mother under clause 24.8(a) or clause 24.13(a)(i), that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by his or her spouse; and
 - that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.
- (b) The employee will not be in breach of 24.11(a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the

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death of the mother of the child, or other compelling circumstances.

24.12 Adoption leave

- (a) The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- (b) The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- (c) The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
 - (i) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice - before the end of that 8 week period; or
 - (ii) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.
- (d) As a general rule, the employee must make application for leave to the employer at least ten weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (e) Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
 - (i) that the child is an eligible child, whether the employee is taking short or long adoption leave or

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both and the particulars of any other authorised leave to be taken because of the placement.

- (ii) except in relation to leave taken simultaneously with the child's other adoptive parent under clause 24.8(a) or clause 24.13(a)(i), that the employee is seeking adoption leave to become the primary care-giver of the child;
 - (iii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iv) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- (f) An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- (g) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (h) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (i) An employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

24.13 Right to request

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- (a) An employee entitled to parental leave pursuant to the provisions of clause 24.7 may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave provided for in clause 24.8(a) up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave provided for in clause 24.7 by a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (c) Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 24.13(a)(ii) and 24.13(a)(iii) must be recorded in writing. The employer's response, including details of the reasons for any refusal, must be given as soon as practicable, and no later than 21 days after the request is made.

- (d) Request to return to work part-time

Where an employee wishes to make a request under clause 24.13(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

24.14 Variation of period of parental leave

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- (a) Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 24.7 and 24.13(a)(ii) an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.
- (b) Where during the period of parental leave the child/ren in respect of whom the leave was taken dies, an employee shall be entitled to continue or reduce or extend the approved parental leave for such period as a registered medical practitioner certifies as necessary provided the period does not exceed the total parental leave period available under 24.13.

24.15 Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 24.13.

24.16 Transfer to a safe job

- (a) Where an employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave. The employer may require the evidence referred to above to be a medical certificate.
- (b) If the employer does not think it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid no safe job leave, or the employer may require the employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

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- (i) when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
- (ii) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

24.17 Returning to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) Subject to clause 24.17(c), an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 24.16 hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

24.18 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

24.19 Consultation and Communication during Parental leave

- (a) Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-

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parental leave position, the employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 24.19(a).

24.20 Jury Service

(a) An employee other than a casual employee, required to attend for jury service during, his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

(b) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give the employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

24.21 Blood Donor Leave

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

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24.22 Leave to engage in emergency activities

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 re-qualify 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."

24.23 Private Practice

The parties agree to jointly develop arrangements relating to employment elsewhere and resolve any conflict of interest issues arising. This process shall be implemented at no cost to the Employers.

25 ANNUAL LEAVE / SICK LEAVE ENTITLEMENTS - RPN's

25.1 Annual Leave

(a) Subject to employees' annual leave accrued entitlements being adjusted into 38 hour equivalents and except as otherwise provided in this clause, all RPN employees shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with the employer.

(b) When the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be 13 in any calendar year. Provided, that one day of a year's annual leave period shall be regarded as an accrued day off for which no additional payment is to be made.

(c) In calculating any pro rata payment there shall be taken into account any deductions for non-working public holidays permitted under this proviso but the period on which such pro rata payment is based shall not be less than the appropriate minimum period therein specified.

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(d) Provided further that any employee who leaves or is dismissed for any reason before completing a full qualifying 12 month period, shall in lieu of annual leave, receive a pro rata payment, based on the amount payable for the leave prescribed herein for a full 12 months continuous service, and the period actually served.

(e) For all purposes of this clause in addition to the leave herein prescribed a full-time employee as defined required to work and who worked ordinary hours as prescribed under clause 35 of this Agreement on week days and on weekends throughout the qualifying 12 months period of service shall be allowed seven consecutive days leave including non-working days.

(f) A full-time employee with 12 months continuous service so engaged for part of the qualifying 12 months period shall have the leave prescribed in clauses 25.1(a) to 25.1(e) increased by half a day for each month during which engaged as aforesaid.

(g) A full-time employee so engaged for part of the qualifying 12 months period whose employment is terminated shall receive in addition to other amounts due in lieu of annual leave a pro rata payment based on the amount payable under this clause for the full qualifying 12 months period and the period so engaged.

(h) Two weeks notice of the date from which an employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the Parties concerned.

(i) Ordinary pay in relation to any employee means remuneration for the employees normal weekly number of hours of work calculated at the ordinary time rate of pay.

(j) In addition to the ordinary pay as prescribed in clause 25.1(i) all employees shall receive either:

(i) a loading of 17.1/2 per cent calculated on the prescribed rate of salary. Provided that such loading shall be on a maximum of 152 hours in respect of any year of employment; provided further than an employee whose weekly salary is in excess of an amount as set out in Part A of Schedule B shall receive in lieu of the 17.1/2 per cent loading the amount set out in Part B of Schedule B in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods; or

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(ii) in respect of each week of leave granted an amount comprising the following:

(A) All payments for ordinary hours of work;

(B) shift work premiums according to roster or projected roster;

(C) Saturday, Sunday premiums according to roster or projected roster;

(D) in-charge allowances;

(E) other applicable allowances prescribed in clause 42, whichever is the higher.

(k) The annual leave loading prescribed in clause 25.1(j)(i) shall apply to pro rata payment of leave on termination of employment.

(l) An employee may request to be paid in advance for the period of leave.

(m) Where an employee becomes sick whilst on annual leave for a continuous period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to her/his annual leave entitlement.

(n) The amount of annual leave loading received for any period of annual leave converted into sick leave in accordance with clause 25.1(m) shall be deducted from any future entitlement to annual leave loading or if the employee resigns, from termination pay.

(o) Clarification of annual leave entitlement for part-time RPNs

The parties agree that the present annual leave entitlement for part time RPN's is determined on a pro-rata based on the number of hours worked. This includes both entitlements to leave under clauses 25.1(a) & 25.1(e). Any disputes in relation to these entitlements will, if not resolved locally, be referred to VHIA.

25.2 Sick Leave

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(a) In the event of an employee (other than a casual employee except where clause 25.2(d) is applicable) becoming sick and certified as such by a legally qualified medical practitioner approved by the employer or on the production of a Statutory Declaration signed by the employee (with respect to absences on three occasions in any one year such occasions not exceeding three consecutive working days), he or she shall be entitled to sick leave on full pay.

(b) On not more than three occasions in any one year of service, an employee may be absent through sickness for one day without providing evidence of that sickness.

(c) An employee will not be entitled to benefits under this clause if he/she fails to notify the employer two hours before the time rostered to commence duty on the day of such absence. Employees rostered for duty prior to 11.00am on the day of such absence shall not be required to give such notice before 9.00 am.

(d) If the full period of sick leave as prescribed in clause 25.2(a) is not taken in any year, such portion as is not taken shall be cumulative from year to year, provided that, where a business is transmitted from one employer (the transmitter) on or after 2 September 1980, to another employer (the transmittee) an employee who worked with the transmitter and who continues in the service of the transmittee the amount of accumulated sick leave which exceeds 224 hours shall be disregarded.

(e) The employer not shall terminate the services of an employee during the currency of any period of sick leave, with the object of avoiding his obligations under this clause.

(f) Provided that in respect of any period of absence which is less than an employee's allowable period of absence between an engagement with one institution and another, continuity of service shall be deemed to be unbroken. An employee's allowable period of absence shall be five weeks in addition to the total period of paid annual, long service or sick leave which the employee actually receives on termination or for which she/he is paid in lieu. Any period in excess of the allowable period of absence shall operate so as to exclude the employee from any benefit under this clause.

(g) Provided further that where any employee for the sole purpose of undertaking a course of study related to nursing is with the written approval of the employer absent without pay for up to but

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not exceeding 104 weeks, such absence shall not be deemed to have broken continuity of service but shall not be counted in aggregating service for the purpose of establishing entitlement to sick leave portability.

(h) Where the one day absences referred to in clause 25.2(b) are not taken for a period of five years, an additional thirty-eight hours sick leave shall be added to the employee's accrued entitlement.

(i) Where an employee is absent from duty on account of a disability or required to attend a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the employee shall be granted out of sick leave entitlements leave of absence for a period not exceeding five working days in aggregate in any sick leave year.

(j) Sick leave credits are deducted on a time for time basis.

26 ANNUAL LEAVE ENTITLEMENTS - PSEN's, PSO's AND NDC EMPLOYEES

(a) Employees shall at the end of each year of employment by the employer become entitled to an annual holiday of four weeks on ordinary pay in respect of annual holidays.

(b) Except as provided in clause 26(p) the annual holidays shall be given and taken in four consecutive weeks or if the employee and the employer so agree in two separate periods and not otherwise,

(c) Except as provided in clause 26(p) if the employee and the employer so agree the annual holiday or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.

(d) The annual holiday shall be given by the employer and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues: Provided that the giving and taking of the whole or any separate period of such annual holiday maybe postponed for a period where the circumstances render such postponement necessary or desirable

(e) Except as provided in clause 26(j) payment shall not be made by the employer to an employee in lieu of any annual holiday or

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part thereof to which the employee is entitled under this part nor shall any such payment be accepted by the employee.

(f) The employer shall give each employee at least seven days' notice of the date from which his/her annual holiday shall be taken.

(g) Except as provided in clause 26(p) the employer shall pay each employee in advance before the commencement of the employee's annual holiday her/his ordinary pay for the holiday period and upon the employee's prior request, any ordinary pay outstanding for hours worked at the time of proceeding on holiday.

(h) Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been taken.

(i) Where any trade or public holiday for which the employee is entitled to payment under any Act, Determination or Award or under her/his contract of employment occurs during any period of an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of that trade or public holiday.

(j) Effect of Termination or Closure on Annual Leave

(i) Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this part is terminated, the employer shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

(ii) Clause 26(j)(i) applies to and in respect of any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.

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(iii) Nothing in clauses 26(j)(i) or 26(j)(ii) affects the obligation of the employer to give or an employee to take, annual leave in accordance with this part.

(iv) This clause applies with respect to every period of employment of an employee by the employer which is less than one year, such period being computed from the date of the commencement of the employment or (where the employee has during the employment become entitled to any annual holiday or holidays under the last preceding clause) computed from the date upon which she/he became entitled to that annual holiday, or to the last annual holiday as the case may be.

(v) Where the employment of any employee by the employer is terminated at the end of a period of employment to which this clause applies the employer shall forthwith pay to the employee in addition to all other amounts due to him/her, an amount equal to three forty-ninths of his/her ordinary pay for that period of employment prior to 1 January 1974, and an amount equal to one twelfth of her/his ordinary pay for that period thereafter.

(vi) Where the annual holiday under clauses 26(a) to 26(i) or any part thereof has been taken in advance by an employee pursuant to clause 26(c) and:

(A) the employment of the employee is terminated before" she/he has completed the year of employment in respect of which such annual holiday or part was taken; and

(B) the sum paid by the employer to the employee as ordinary pay for the annual holiday or part so taken in advance exceeds the sum which the employer is required to pay to the employee under clauses 26(j)(iv) and 26(j)(v) - the employer shall not be liable to make any payment to the employee under clauses 26(j)(iv) and 26(j)(v) and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

(vii) Where the Employer intends temporarily to close (or reduce to a nucleus) its establishment or a program area for the purposes of allowing annual leave to the employees concerned or a majority of them it shall give in writing to such employees, at least four weeks' notice in writing that

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it intends to apply the provisions of this clause and that, therefore:

(A) any such employee who at the date of closing is entitled to his/her annual holiday shall be given his/her annual holiday commencing on and from the date of closing and, in addition, shall be paid three forty-ninths of his/her ordinary pay for any period of employment after the accrual of his/her right to the annual holiday for that period of employment prior to 1 January 1974, and an amount equal to one-twelfth of his/her ordinary pay for that period thereafter' up to but excluding the date of closing:

(B) any such employee who at the date of closing is not entitled to her/his annual holiday shall be given leave without pay as on and from the date of closing and shall be paid three forty-ninths of her/his ordinary pay for the period of her/his employment since the commencement thereof or the accrual of her/his last annual holiday (which ever is the later) for service prior to 1 January 1974 and an amount equal to one-twelfth of her/his ordinary pay for that period thereafter up to but excluding the date of closing, together with pay for any trade or public holiday during such leave for which she/he is entitled to payment under any Act, Award or Determination or under her/his contract of employment; and

(C) the next 12-monthly qualifying period of employment for every such worker shall commence as on and from the date of closing.

(viii) In this clause date of closing in relation to each employee means the first day of her/his annual holiday or leave pursuant to this clause.

(k) For the purposes of this sub-clause:

(i) Ordinary pay in relation-to any employee means remuneration for the employee's weekly number of hours of work calculated at the ordinary time rate of pay and in addition shall include:

(A) all payments for ordinary hours of work;

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(B) shift work premiums, according to roster or projected roster;

(C) Saturday and Sunday premiums, according to roster or projected roster;

(D) in-charge allowances, or

(E) a loading equal to 17.5 per cent of his/her wage for her/his normal weekly number of hours calculated at the ordinary time rate of pay.

whichever is the higher.

(ii) Week in relation to any employee means the employee's ordinary working week.

(iii) Employee means any person employed by the employer to do any work for hire or reward and includes an apprentice and any other person whose contract of employment requires him/her to learn or to be taught any occupation.

(1) For the purposes of the definition of the term ordinary pay in clauses 26(k) (i) to 26(1):

(i) where no ordinary time rate of pay is fixed for an employee's work under the terms of his/her employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by her/him during the period in respect of which the right to the annual holiday accrues;

(ii) where no normal weekly number of hours is fixed for an employee under the terms of his/her employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by her/him during the period in respect of which the right to the annual holiday accrues;

(m) For the purposes of this part a year of employment shall be deemed to be unbroken notwithstanding:

(i) any annual leave or long service leave taken therein;

(ii) any interruption or ending of the employment by the employer if such interruption or ending is made with the

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intention of avoiding obligations in respect of annual leave or long service leave;

(iii) any absence from work of not more than 14 days in the year of employment on account of sickness or accident:

(iv) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the employer;

(v) any absence on any other account not involving termination of employment:

(vi) and in calculating a year of employment any absence of a kind mentioned in clauses 26(m) (i), 26(m) (ii), and 26(m) (iii) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 26(m) (iv) and 26(m) (v) it will be necessary for the employee as part of her/his qualification for annual leave to serve such additional period as equals the period of such absences.

(n) Shift Employees

(i) For the purpose of this clause a shift employee, that is an employee (other than a casual) who during the yearly period in respect of which his/her annual leave accrues is rostered as part of his/her ordinary duties on 10 or more weekends for four hours or more, shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in this clause.

(ii) A shift employee whose employment with the employer is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the employee last became entitled to annual leave from that employer, shall be paid in addition to any other amounts due to him, an amount equal to one forty-eighth of his/her ordinary pay in respect of that period of employment.

(o) Illness While on Annual Leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which she/he would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days

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not less than five specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to her/his annual leave entitlement.

(p) Taking Annual Leave in Single Days

On application by the employee and by agreement with the employer annual leave may be taken as a single day. Provided that the total number of single days taken does not exceed four in each year of employment. These four days may be taken consecutively. Annual leave taken under this clause shall be exempt from the provisions of clause 26(g) and shall be paid in the next pay period.

27 HOURS OF WORK

27.1 A rostered day off is to accrue for all full-time employees. A full time employee will work an average of 152 hours per four week period.

27.2 The roster for full time Employees will comprise minimum shift lengths of an 8 hour day shift, 8 hour evening shift and 10 hour night shift. If required, discussions may take place at the local level between employers and employees and their unions to consider the applications of this roster configuration to part-time employees.

27.3 The obligations as they apply to a particular Employer under clauses 27.1 and 27.2 respectively may be varied by agreement between the Employer and the affected Employees for the following reasons:

(a) the majority of employees seek shifts that are contrary to the 8:8:10 roster described in clause 27.2 above; or

(b) to allow for the continuation of current arrangements with respect to "hours of work".

27.4 Arrangements adopted in accordance with clause 27.3:

(a) must not result, on balance, in a reduction in the overall terms and conditions of employment of the Employee to whom the proposed arrangements would apply; and

(b) shall be recorded in writing and copies shall be provided to Employees to whom the arrangements apply.

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27.5 A composite roster system is currently the subject of a trial. Following the completion of the trial, a comprehensive evaluation will be undertaken which considers the effect of the composite roster on issues such as recruitment, retention, sick leave, WorkCover, relative cost, clinical evaluation and patient care and satisfaction.

27.6 Despite clause 36 of this Agreement, if an employee works on a shift during which the 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. For the purpose of calculating a rostered day off in accordance with clause 27.1, employees who work a shift during which the time changes because of the introduction or, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift.

28 RURAL - FOUR WHEEL DRIVE/ALL WHEEL DRIVE

To improve the safety for rural and other relevant community practitioners and where the need exists at least one 4WD/AWD vehicle is to be made available to each rural community team. The vehicles are to be purchased as soon as vehicle replacement occurs.

29 RURAL - SATELLITE TELEPHONES

To improve safety for rural and other relevant community practitioners, the Employers shall provide access to satellite telephones when required to attend community contacts and mobile coverage is limited.

30 NOTICE PERIOD

30.1 An employer may terminate the employment of an employee by providing 4 weeks' notice in writing.

30.2 The notice required by clause 30.1 of this Agreement will be increased by 1 week if the employee is over 45 years of age and has completed more than 2 years of continuous service

30.3 An employee may terminate his or her employment by providing 4 weeks' notice to the Employer in writing. If an employee fails to give the required notice the employer has a right to withhold

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moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

30.4 Clauses 30.1 to 30.3 do not affect an employer's right to dismiss any employee without notice for serious misconduct.

30.5 Clauses 30.1 to 30.4 of this Agreement do not apply to an employee engaged on true fixed term arrangements as defined by this Agreement.

31 EMPLOYEE RESOURCES AND FACILITIES

31.1 Employee Facilities

Each employer is to provide private and comfortable areas at each work site for employees who are breastfeeding to enable them to express breast milk or feed children while at work.

31.2 Occupational Health and Safety Representatives

(a) In addition to other leave entitlements, Delegates/Job Representatives and Occupational Health and Safety Representatives are to have reasonable time released 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.

(c) For the purposes of facilitating the implementation of the workload management systems in this Agreement, facilitating involvement in the resolution of disputes between employers and employees and improving OHS in the workplace, employees who hold a position as a Union delegate or OHS representative should be provided with access to facilities such as telephones, computers, email, noticeboard and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

31.3 Industrial Relations Training

(a) In order to encourage co-operative workplace relations and facilitate the operation of this Agreement, employees who have been selected by their union(s) to attend training courses on industrial relations and/or occupational health and safety shall be entitled to a maximum of five days paid leave per calendar year

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for that purpose, providing that agency operating requirements permit the granting of such leave. Such leave shall not be unreasonably withheld.

(b) However, leave of absence on full pay for such purposes in excess of five days and up to 10 days may be granted in that year and in the subsequent year not exceeding 10 days.

(c) This leave shall be deemed to be service and shall not adversely affect employment for any purpose.

(d) The employer shall not alter the position of an employee to the detriment of the employee by reason only that the employee is attending such courses.

(e) Such leave shall be granted under the following conditions:

(i) That all applications for such leave be accompanied by a statement from the union(s) indicating that the union(s) has nominated the person concerned for the course, or supports the application.

(ii) That leave of absence granted under this provision shall be on full pay. Full pay is the rate of pay under this Agreement for normal rostered hours plus experience/service payments plus allowances which are deemed to be part of pay for all purposes but excluding shift work, overtime and other allowances.

(iii) That expense associated with attendance at the courses such as fees, accommodation and meal costs are not the responsibility of the employer.

(iv) Leave of absence granted under this provision may include any necessary travelling time in normal hours immediately before or after the course.

(v) That two weeks period of notice is provided to the employer.

(f) For the purposes of the clause, an industrial relations training course includes any course:

(i) conducted by or with the support of a recognised industrial relations training provider; and/or

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(ii) conducted by or under the auspices of an association of unions, the scope, content and level of which contribute to a better understanding of industrial relations.

31.4 Access to Employees and Facilities

(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 HSUA and/or the ANF shall be provided, in writing on a quarterly basis, with the dates, times and venues of any orientation/induction program involving new employees 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 HSUA and/or the ANF forthwith.

(b) Where the dates of orientation/induction programs are not fixed in advance, the HSUA and/or the ANF should receive reasonable notification of at least 14 days to enable a representative to attend;

(c) For the purposes of facilitating the implementation of the workload management systems in this Agreement facilitating involvement in the resolution of disputes between employers and employees and improving OHS in the workplace, employees who hold a position as a Union delegate or OHS representative should be provided with access to facilities such as telephone, computers, email, noticeboard and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

31.5 Right of Entry

(a) The Branch Secretary or Branch Assistant Secretary of the union(s), or any other duly accredited representative of the union(s) shall upon the production of her/his authority, have the right to enter any place or premises where employees are employed at any time during normal working hours or when shiftwork or overtime work is being performed for the purpose of interviewing members, checking on wages, ensuring compliance with the terms of this Agreement and assisting in the resolution of disputes between employers and employees so long as such entry does not unduly interfere with the work being performed by any employee during working time.

(b) Whenever practicable an accredited representative of the union(s) shall provide reasonable notice of her/his intention to enter the premises of the employer prior to doing so.

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32 ACCIDENT PAY

32.1 An employee is entitled to accident make up pay in accordance with this clause.

32.2 Definitions

In this clause:

(a) a word, phrase or expression carries the same meaning as the use of that word, phrase or expression in the Accident Compensation Act 1985 (Vic).

(b) "Act" means the Accident Compensation Act 1985 (Vic).

32.3 Qualifications for Payment

Upon receiving payment of compensation and continuing to receive such payment under the Act in respect of an incapacity, an employee shall be paid accident make up pay by the employer in relation to whom the entitlement to compensation under the Act arises.

32.4 Maximum Period of Accident Make Up Pay

The maximum period or aggregate periods of accident make up pay for which the employer is liable under this clause is 39 weeks for any one injury.

32.5 Accident Make Up Pay Only Payable Whilst Employee Employed by Employer

An employer is only liable under this clause to pay to an employee accident make up pay whilst the employee remains in the employment of the employer except:

(a) where the employer terminates the employment of the employee (other than in case of termination due to serious or willful misconduct on the part of the employee) who, except for the termination of the employment, would be entitled to accident make up pay; or

(b) where in the case of an employee who has a current work capacity, the employee has obtained suitable alternative employment with another employer because such suitable

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alternative employment was not available from that employee's employer.

32.6 Limitations on Payment of Accident Make Up Pay

An employer is not liable to pay accident make up pay:

(a) in relation to an incapacity which occurred during the first two weeks of the employment unless such incapacity continues beyond the first two weeks of employment in which case the maximum period of payment of accident make up pay will apply only to the period of incapacity after the first two weeks; or

(b) in relation to any injury, during the first five normal working days of incapacity; or

(c) for any period that weekly payments under the Act cease; or

(d) whilst the employee is on any other paid leave provided for in this Agreement; or

(e) unless the employee has given notice in writing to the employer of an injury as soon as practicable after the occurrence of the injury; or

(f) upon the death of the employee.

32.7 Employee Obligations

An employer may require:

(a) an employee on engagement to declare all compensation claims made by the employee in the previous five years. An employee who knowingly provides false or inaccurate information to the employer is not entitled to accident make up pay under this clause;

(b) an employee to provide evidence to the employer of continuing payment of compensation under the Act to the employee.

32.8 No Obligation to Increase the Level of Accident Make Up Pay

An employer is not liable to increase the amount of accident make up pay to an employee in the event that weekly payments made to the employee under the Act are reduced in accordance with the Act in respect of the injury for which weekly payments are made.

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32.9 Calculation of Accident Make Up Pay

Subject to sub-clause 32.8, the amount of accident make up pay for any week which an employer is required by this clause to pay is calculated as follows:

(a) for an employee who has no current work capacity, the amount of accident make up pay is determined by first calculating the salary the employee would have received under this Agreement had he or she performed normal duties during that week (including any over award payments but excluding any shift or overtime payments or other similar payments) and then deducting from that amount, the amount the employee receives in weekly payments for that week; and

(b) for an employee who has a current work capacity the amount of accident make up pay is determined by first calculating the salary that the employee would have received under this Agreement had the employee performed normal duties during that week (including any over award payments but excluding shift or overtime payments or other similar payments), then deducting any amount the employee earns from undertaking suitable alternative employment (whether that employment is with the employer upon whom liability falls under this clause or another employer) and then deducting the amount the employee receives in weekly payments for that week.

32.10 Supplementary Accident Make Up Pay

(a) Employees who as at 19 December 1997 were employees of the Department and eligible for a commuted allowance shall while on paid accident compensation leave, continue to receive commuted allowance up to a maximum period of 26 weeks or an aggregate period of 131 days from the date of the injury.

(b) Any employee who as at 19 December 1997 was an employee of the Department and in receipt of accident make up pay shall continue to receive accident make up pay for up to 52 weeks for the particular compensable injury for which they are absent.

33 REST BREAKS AND ROSTERS

33.1 Day Off in Each Week

All employees shall receive at least one clear day off in each week in the case of dayshift employees and one clear night off in each week in the case of night shift employees.

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33.2 Standing Over of Day Off

Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the employer, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period concerned.

33.3 Rest Intervals

At a time suitable to the employer two rest intervals of 10 minutes each shall be given to all employees during each day or rostered shift and shall be counted as time worked.

33.4 Meal Breaks

(a) Except as provided for in clause 33.4(b), a meal break of not less than 30 minutes and not more than 60 minutes shall be provided to each Employee during a shift. The meal break shall not be counted as time worked.

(b) Each employee on night duty who is not relieved from duty (and on-call) during the rostered meal break shall be granted a meal break of not less than 20 minutes to be commenced after completing three hours and not more than five hours of duty. Such time will be counted as time worked.

33.5 Rosters

(a) The ordinary hours of duty of full time and part time employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to employees to whom it applies, where it may be seen by such employees and also by the Secretary or other accredited representative of the union(s) for the purpose of ensure compliance with the rostering provisions of this Agreement.

(b) A roster of at least 28 days duration setting out employees' daily ordinary working hours, commencing and finishing times shall be posted at least four weeks before it comes into operation in each work location.

(c) Except as in emergency situations seven days notice shall be given of a change of roster.

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(d) The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.

(i) Where the employer requires an employee without seven days notice and outside the excepted circumstances prescribed in clause 33.5(c) to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.1/2 per cent of the allowance rate prescribed in Schedule B.

(ii) Provided that a part-time employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

(e) An employee, by making a request in writing to the employer, may have his or her roster fixed by the provisions of clause 33.5(f), in lieu of clauses 33.5(a) to.

(f) Rosters shall be fixed by mutual agreement, subject to the other provisions of this Agreement.

(g) An employee may repudiate the request referred to in clause 33.5(e) at any time, by giving written notice to the employer. In such a case the roster for that employee shall be fixed according to the provisions of clauses 33.5(a) to 33.5(d) (i) from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the employer.

(h) Notwithstanding any other provision of this part, this clause shall not apply to casual employees, and employees above the level of RPN 5.

(i) The Parties agree to the following rostering principles:

(i) Unless by agreement shift changes shall be avoided during the roster period;

(ii) Periods of night shift shall be a minimum of four weeks;

(iii) There shall be an equitable allocation of rostered time on and off on weekends and public holidays among all employees.

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(j) Subject to practicality and service requirements, the employer will ensure that:

(i) employees will not be rostered for more than six consecutive days or more than four consecutive nights unless otherwise agreed at the initiative and written request of the employee and then agreed in writing;

(ii) single days/nights off will be minimised; and

(iii) rostered days off shall be attached to either 2 consecutive days/nights off or to a single day/night off.

(k) Nothing in this Agreement is intended to disturb local rostering agreements or arrangements with the employer.

(l) Disputed matters shall be resolved in accordance with the dispute settlement procedure of this Agreement.

34 MAKE-UP TIME

34.1 Notwithstanding provisions elsewhere in the agreement, the employer and the majority of employees at an enterprise may agree to establish a system of make-up time provided that:

(a) An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

(b) An employee on shift work may elect, with the consent of the employer, to work make-up time under which the employee takes time-off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

34.2 Clause 34.1 is subject to the employer also informing each union of its intention to introduce an enterprise system of make-up time flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

34.3 Once a decision has been taken to introduce an enterprise system of make-up time, in accordance with this clause, its terms must be set out in the time and wages records kept pursuant to Fair Work Regulations 2009 (Cth).

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35 MODES OF EMPLOYMENT

(a) Full-time Employment

A full-time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours or an average of 38 hours per week at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer. Such an employee shall be paid the full weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38.

(b) Part-time Employment

(i) A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours less than 38 hours in any one week (or less than 76 hours in a fortnight), provided that the number of hours worked may vary from week to week by mutual agreement between the employer and the employee. Such employee shall be paid per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly wage as appropriate to the employee's classification and payment in respect of any period of annual leave or long service leave to which an employee may become entitled shall be paid on a pro rata basis according to the number of hours the employee worked on average over the past 12 months.

(ii) Payment in respect of any period of sick leave (where an employee has accumulated an entitlement) and compassionate leave shall be made on a pro-rata basis calculated in accordance with the number of hours the employee would have worked on the day or days on which the leave was taken so as not to reduce the employee's salary below that level which such employee would have received had such employee not been absent.

(iii) The payment or deduction of payment in lieu of notice of termination of employment shall be calculated on a proportionate basis.

(iv) Notwithstanding the above, a part-time employee employed on a regular basis for four hours or less per week and whose classification falls within Division II or III of Part 4 of this Agreement shall be paid in accordance with clause 35(c) (ii) (B).

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(c) Casual Employment

(i) A casual employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the employer in accordance with the employer's requirements, without the requirement of prior notice by either party, but does not include an employee who could properly be classified as a full-time or part-time employee under clauses 35(a) and 35(b).

(ii) Casual employees shall be paid as follows:

(A) Registered Psychiatric Nurses - per hour worked an amount equal to one thirty-eighth (1/38th) of the weekly salary appropriate to the class of work performed plus 25 per cent.

(B) Psychiatric State Enrolled Nurses/Psychiatric Service Officers/Non Direct Care Employees - for all work done on week days an amount equal to one thirty-eighth (1/38*) of the weekly wage appropriate to the employee's classification plus 25 per cent and for all work done on Saturdays, Sundays and public holidays an amount equal to one thirty-eighth (1/38th) of the weekly wage appropriate to the employee's classification per hour plus 75 per cent.

(iii) In addition a casual employee shall be entitled to receive the appropriate uniform and other allowances contained in this Part 4.

(iv) Provisions of this Agreement relating to annual leave, long service leave, sick leave and compassionate leave shall not apply in the case of a casual employee.

(v) The Parties confirm their commitment to maximise full time and part time employment and agree that the engagement of casual employees shall, subject to clause 35(c)(vii), be only in response to unplanned circumstances (without intending to be exhaustive, such as filling of gaps in rosters caused by sick leave or other unpredictable absences). Casual employment is not to be used in circumstances where the work undertaken is of an ongoing and predictable nature. It will be the aim to utilise existing employees for unplanned absences where practicable.

(vi) The casual replacement shift shall be of the same shift length as the shift that is being replaced. Additional casual employees for unexpected periods of peak workload may be of a shorter duration.

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(vii) It is acknowledged that in the event of logistical difficulties such as late notification of sick leave or genuine inability to obtain an agency/bank nurse for a full shift replacement then the full shift replacement may not be able to occur.

(d) Nothing in this Agreement disturbs the modes of employment of existing employees.

36 OVERTIME

36.1 General

(a) Except in the case of employees over the level of RPN 5 and casual employees, work done in excess, of the ordinary hours prescribed by this Agreement shall be paid at the rate of time and a half for the first two hours and doubletime thereafter. For the purpose of this clause each day or shift, shall stand alone.

(b) For the purposes of this clause, time worked on any given day by an employee (whether full-time or part-time) in addition to the ordinary rostered shift length of the employee shall constitute overtime. Except in the case of CATT recall (which is dealt with in clause 38, overtime is also payable for all re-call duties.

36.2 Time in Lieu of Overtime Payments

(a) 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 accrual of such leave shall not extend beyond a 28 day period.

(b) Where such accrued time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay that applied on the day the overtime was worked.

36.3 Additional Provisions - PSEN's, PSO's and Non Direct Care Employees

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In addition to the above overtime provisions, the following shall also apply with respect to PSEN's, PSO's and Non Direct Care employees:

(a) as overtime outside the spread of 12 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 - double time;

(b) outside the spread of 9 hours from the time of commencing work by an employee rostered to work broken shifts - time and a half, and outside the spread of 12 hours from the time of commencing work - double time;

(c) any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding roster period of duty shall be paid at a minimum of 3 hours at the appropriate overtime rates.

37 10 HOUR BREAK BETWEEN OVERTIME/RE-CALL (OTHER THAN CATT TYPE RE-CALL)

37.1 When overtime worked (including re-call to duty) is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least 10 hours continuously off duty between the work of successive shifts. An employee is not to incur any loss of pay for rostered hours not worked during such an absence.

37.2 An employee (other than a casual employee) who works so much overtime between the termination of her/his last previously rostered ordinary hours of duty and the commencement of her/his next succeeding roster period of duty that she/he would not have had at least 10 hours continuously off duty between those times, shall, subject to this clause, be released after completion of such overtime worked until she/he has had 10 hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

37.3 If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty, that employee shall be paid at the rate of double time until they have been released from duty for such period and they shall then be entitled to 10 consecutive hours off duty without loss of pay for the rostered hours occurring during such an absence.

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38 ONCALL/RECALL

38.1 On-call/Re-call Allowances - CATT

- (a) Employees engaged on oncall/recall for the provision of a crisis response (CATT type function), shall be paid an allowance the rate of which is set out at Schedule B, Part B, for each on call period of 12 hours or part thereof.
- (b) The allowance includes payment of work performed of up to one hour's aggregate duration for each on-call period.
- (c) For work performed in excess of an aggregate of one hour during an on-call period, payment shall be made at the normal overtime rate paid at the employee's substantive classification and increment level.
- (d) The Parties are to regard telephone attendance as recall to duty.
- (e) Only one employee per team each night shall be rostered on-call and in receipt of the allowance. No other team member (other than a psychiatrist) will be required or requested to provide out of hours service for that particular night.
- (f) Employees are to receive an uninterrupted break of at least eight hours between the end of the recall and the next shift. Where the eight hour break is not observed double time will be paid for all work performed until such break is observed.
- (g) An employer may not require an Employee to be on call for CATT type duties for a period of more than 12 hours.
- (h) The oncall/recall allowance for CATT type duties applies to all employees, including but not limited to health professionals and psychologists who are required to perform CATT type duties whose terms and conditions of employment are regulated by this Agreement.
- (i) The purpose of the allowance set out in this clause is to compensate employees for the inconveniences associated with being on-call and performing duty of up to one hour.

38.2 Despite clause 38.1(a), existing arrangements for periods of on-call for CATT type duties below 12 hours that existed prior to 29 September 2001 may continue.

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38.3 On-call/Recall Allowance (Non CATT)

(a) An employee required to be 'on call' or who returns to duty when off duty shall be paid in addition to any other amount payable, a sum equal to 2.5% of the employee's base rate, calculated to the nearest five cents per period of twelve hours or part thereof.

(b) Where re-call to duty can be managed without the employee having to return to their workplace (for example by telephone), the employee will be paid a minimum of one hour's overtime, however multiple re-calls within a discrete hour will not attract additional payment.

(c) An employee re-called to work overtime during an off-duty period that is not continuous with the completion or commencement of the employee's rostered period of duty will be paid a minimum of 3 hours.

38.4 Four Clear Days

In order to ensure that there are sufficient breaks for Registered Psychiatric Nurses free from on-call duty, all Registered Psychiatric Nurses are to receive 4 clear days per fortnight guaranteed free from on-call duty.

38.5 Alternative 4 Clear Day Arrangements

38.5.1 A party may propose that all Employees at a particular campus be covered by the following provisions of this clause, and if approved by agreement between the parties, any entitlement to 4 clear days free from on call duty will no longer apply to those Employees and where 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(in addition to entitlements under clauses 25.1(e) and 26(n) will accrue to the Employee, but is not payable for the same bodies of work, in accordance with the table below:

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Number 4 week cycles on call	Number of Additional leave days
2	1
4	2
6	3
8	4
10	5

38.5.2 The additional leave in this clause does not apply to any weekend on which 4 hours or less is worked on call.

38.5.3 No leave loading is paid on the extra leave in this clause.

PART 4 CLASSIFICATION OF POSITIONS

39 CLASSIFICATION STRUCTURES

39.1 Classification of Positions

The employer shall ensure that the work of each employee working in psychiatric services is classified in accordance with the relevant classification standards set out in Part 4 for the classification of:

- * Registered Psychiatric Nurse
- * Psychiatric State Enrolled Nurse
- * Psychiatric Services Officer; and
- * Non-Direct Care Employees.

39.2 Advertisement of Position

Any notice, circular or advertisement for a position regulated by this agreement shall specify the classification, any mandatory qualifications, salary grade or sub grade applicable.

40 COMMENCING GRADES REGISTERED PSYCHIATRIC NURSE AND PSYCHIATRIC STATE ENROLLED NURSE

40.1 Registered Psychiatric Nurse Commencing Grade

(a) An RPN who prior to being appointed by the employer, has completed either:

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(i) An undergraduate nurse training program with a major in mental health, an undergraduate psychiatric nurse training program or a post graduate certificate in psychiatric nurse training program shall enter the structure at a minimum entry point of RPN 2 Year 1.

(ii) A post graduate diploma in psychiatric nursing shall enter the structure at the minimum entry point of RPN 2 Year 2

(b) An RPN who does not meet the criteria under clause 40.1(a) shall enter the classification structure at the level of RPN 1.

(c) An RPN appointed as a Unit Manager shall enter at RPN Grade 4 NUM Year 1. 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.

(d) Nothing in this clause effects an employee's entitlement on appointment to recognition of previous service for any purpose, including for incremental purposes.

40.2 Psychiatric State Enrolled Nurse Grade 1 Commencing Salary and Salary Progression

A Psychiatric State Enrolled Nurse Grade 1 who, prior to being appointed by the employer, has completed:

(i) a Certificate IV entitling the PSEN Grade 1 to administer medication shall enter the structure at a minimum entry point of PSEN 1 Year 2.

(ii) A Diploma shall enter the structure at a minimum entry point of PSEN 1 Year 3

or

(iii) Prior experience shall enter at the salary point of PSEN 1 that corresponds to the Employees experience;

whichever is the greater.

40.3 Psychiatric State Enrolled Nurse Grade 1 who is reclassified to PSEN Grade 2

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A Psychiatric State Enrolled Nurse Grade 1 who is reclassified or promoted to a PSEN 2 promoted shall commence at the incremental point in the PSEN 2 salary range immediately above the employee's existing PSEN 1 salary.

40.4 Psychiatric State Enrolled Nurse - completing undergraduate Nurse Training

A Psychiatric State Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Psychiatric Nurse will:

(a) if employment as a Registered Psychiatric Nurse commences between 1 January, 2004 and 30 March, 2004, then effective from 1 April, 2004; or

(a) if employment as a Registered Psychiatric Nurse commences on or after 1 April, 2004, then effective from commencement of employment as a Registered Nurse Division 1;

be paid at the Grade 2 Year 2 increment provided that the employee had been employed as a Psychiatric State Enrolled Nurse Level 1 at pay points 4, 5 6 or 7 (or the equivalent

PSEN increment point under clause 17.3) prior to registration as a Registered Nurse Division 1.

Part 4

DIVISION I - REGISTERED PSYCHIATRIC NURSES

41. REFRESHER COURSES AND SUPERVISED EXPERIENCE

41.1 During the clinical experience period of Refresher Courses or during Supervised Experience, where such course or experience is required by the Victorian Nurses Board, nurses shall be paid as a Registered Psychiatric Nurse Grade 1.

41.2 For the first 12 months after completion of a Refresher Course or Supervised Experience, at the rate appropriate to his/her years of experience, but no higher than Grade 2, Year 2.

41.3 After completion of 12 months' experience in accordance with clause 41.2, a nurse (upon sufficient proof to support a claim for incremental advancement) shall be paid at the rate appropriate to his/her years of experience.

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42. CLASSIFICATION STANDARDS

The classification standards and work descriptions of employees the subject of this Agreement shall be in accordance with these classifications standards. The classification standards consist of two components:

(a) The group standard, which provides a narrative description of work undertaken by employees in an occupational category subject to this Agreement, and

(b) Work level standards, which provide a typical evaluation definition, features and typical duties for each level within an occupational category to enable positions to be classified at a particular level.

43. CLASSIFICATION DECISIONS

Classification decisions shall be based upon a documented description of the position such as a duty statement or a position description. Jobs should be evaluated using whole-of-job evaluation:

(a) by comparison of the position description with the narrative descriptions the group and work-level standards such that a comfortable comparison can be made between the nature of work and the general standard of work expected at a particular level; and

(b) by comparison of typical duties (and benchmark positions) to test that the job is recognised to be equal to a majority of positions at one level and better than all positions at a lower level.

DIVISION 1 - REGISTERED NURSE CLASSIFICATION STANDARDS

44. REGISTERED PSYCHIATRIC NURSE - GUIDE LINES FOR THE USE OF CLASSIFICATION STANDARDS

44.1 The broad definitions of work at each level should be met by any individual position being classified at that level. No single example of work (eg. one duty) can be used as the basis on which to classify a job.

44.2 The group standard describes four main work areas (ie. clinical, community, education and administration) which group

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similar tasks together. Positions are likely to be required to undertake duties from a number of work areas, particularly where a nurse is required to work in both ward and program project areas or is required to undertake nursing administration tasks in addition to tasks from another of the areas.

44.3 The grouping of duties in the section typical duties does not necessarily represent actual jobs. In no case should duties from this document be used as a definitive duty statement for an individual position.

44.4 No employer will utilise the full range of work described at every level in the classification standards. The number and level of positions in a hospital will be determined by the need to undertake certain tasks. Some of the work described in the classification standards (eg. some project duties) may be temporarily assigned to nurses classified at a suitable level where there is not an on-going requirement to perform such tasks, and therefore to create a permanent position. VPS policy and guide lines on the use of temporary positions and secondments will apply.

44.5 Positions may be routinely required to undertake some duties normally expected of positions classified at lower levels in the structure. The basis of classification of all positions will be according to the chief focus of a job and the highest function regularly performed by the incumbent.

45. REGISTERED PSYCHIATRIC NURSE - GROUP STANDARD

45.1 This statement has been developed to explain the basis of the role and functions performed by RPN's in the field of psychiatric service provision in Victoria.

45.2 Psychiatric nursing is a distinct branch of the science of nursing and is based upon a body of knowledge and a philosophy of biological, social and psychological elements of the human organism.

45.3 The knowledge base of nursing historically has been derived from two major areas:

(a) attendance to the physically ill and convalescent (general nursing);

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(b) the provision of asylum and care for the mentally ill and mentally handicapped (psychiatric and mental retardation nursing respectively).

45.4 In Victoria, the body that formally regulates the registration of nurses is the VNB, which was established under the Health Professions Registration Act 2005 (Vic).

46. PSYCHIATRIC SERVICES

46.1 Psychiatric services are human services concerned with the prevention of mental illness and the assessment, treatment, rehabilitation, maintenance and support of those persons within society who may be at risk of or suffering from mental illness or disability.

46.2 Within these services, it is recognised that mental illness may occur at any stage in life and is manifested through behavioural disorders that may result from an imbalance or change occurring in the physical, emotional, psychological or social state of an individual in the context of his or her environment. Comprehensive psychiatric care is provided through the integration of the following services:

- (a) crisis intervention;
- (b) assessment, treatment and rehabilitation;
- (c) residential, recreational, employment and education;
- (d) advocacy, welfare and support.

46.3 The role of the RPN may incorporate some or all of these aspects of psychiatric client care and is exercised within the limits permitted by the relevant legislation.

47. FUNCTION OF PSYCHIATRIC NURSING

47.1 In the practice of psychiatric nursing, the practitioner is required to utilise psychiatric nursing theory and practices, interpersonal skills and available environment to assess the biological, psychological and social status of the individual at risk of or suffering from mental illness or disability and to plan, initiate and evaluate interventions to effect therapeutic change.

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47.2 The holistic approach that is taken to the delivery of service requires the practitioner to treat not only the manifestations of psychiatric illness but to be aware that such manifestations may result from underlying imbalances in the client's physical, emotional, psychological or social state, and to employ strategies designed to redress or attenuate such imbalances.

47.3 The manifestations of a psychiatric disorder that RPN's would be required to treat may include some combination of the following:

(a) lack of orientation to surroundings, time (hour, day, week, year) or people;

(i) lack of or inappropriate judgment;

(ii) disordered perceptions of the environment, such as hearing hallucinatory voices;

(iii) fixed delusional beliefs;

(iv) extreme mood states (eg. deep depression, uncontrollable euphoria, wild rage);

(v) markedly fluctuating moods;

(vi) confusion;

(vii) socially unacceptable behaviours or practices (eg. disinhibition);

(viii) inability to care for self, either physically or hygienically;

(ix) desire to inflict harm upon self,

(x) lack of motivation to become or remain socially active;

(xi) dependence on institutionalised care;

(xii) familial crisis;

(xiii) absence of social conscience;

(xiv) physical ailments;

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- (xv) side effects from medication;
- (xvi) effects of brain damage or trauma;
- (xvii) memory disturbances;
- (xviii) panic;
- (xix) relationship difficulties;
- (xx) preoccupation with disordered perceptions (withdrawal);
- (xxi) inability to communicate in normally accepted ways.

(b) The above list is not exhaustive, but is intended to give an indication of the range of symptoms that may be encountered in psychiatric illness.

(c) Within this conceptual framework, a number of elements underpin the role performed.

They may be found to a greater or less extent depending upon the practitioner's experience and position, and are summarised as follows:

(i) Primary care provider. This element relates to such acts as feeding, bathing, dressing, comforting and supporting clients, and the setting of limits to their behaviour. As a result of mental illness, many clients display immature or regressive behaviour patterns. This requires of the practitioner the replication of parenting patterns, which are progressively altered as the client progresses. The ultimate aim is to decrease the dependency of the client and develop independent functioning consistent with the client's presenting illness or condition.

(ii) Technician. This element can be related to the role performed by the RPN in the provision of physiological care. It involves the administration of medication, application and changing of dressings, preparation for and participation in medical procedures, etc (only medical staff, however, are permitted under the Medical Practitioners Act 1970 (Vic), to prescribe medication). It also equips the practitioner to assess the physical status of clients and ensure maintenance of optimal levels of physical health.

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(iii) Socialising agent. This element of the practitioner's role involves the development of a social relationship with the client through participation with the client in unstructured activities and contact. The purpose is to develop within the client confidence and security in social situations.

(iv) Therapist. This element relates to the practitioner's involvement in recognised therapies aimed at the prevention, treatment and rehabilitation of mental illness and disability. This may require the practitioner to work with a client or group of clients either individually as prime therapist or conjointly with other professionals.

(v) Advocate. This element provides a number of facets, which may include advocacy to ensure appropriate service provision to a client, advocacy on behalf of a client with other agencies or within the psychiatric services continuum. It may involve advocacy in the community generally on behalf of psychiatric services or the profession of psychiatric nursing.

The nursing practitioner is well placed to be an advocate on behalf of the client as a result of the detailed knowledge acquired of the client's physical, mental or social state, and his/her environment.

(vi) Counsellor/Adviser. This element may involve provision of specific advice to a client, other service providers, community groups or government agencies.

It can include assistance to clients in resolving specified problems, providing professional advice to colleagues/services providers (ie. case management, therapeutic regimes or assistance to agencies in developing, implementing and managing client services).

(vii) Case Manager. Nursing practice is delivered through a systematic approach that involves observation, assessment, planning, implementation and evaluation of strategies and approaches to client treatment, rehabilitation, support and maintenance.

It also may involve management in the traditional sense running a program or group of programs, treatment support and maintenance facilities in order to provide an appropriate therapeutic milieu.

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(viii) Educator. This element requires of the practitioner the obligation and responsibility of educating clients, other service providers, agencies and the community generally regarding the causes of mental illness, its treatment and its prevention.

48. UNIQUE RESPONSIBILITIES OF RPN'S

Within mental health settings, the following, responsibilities are unique to RPN's or are undertaken by a limited number of other specified categories:

48.1 RPN's have responsibility for the development, maintenance and administration of nursing care plans incorporating the nursing process and providing a therapeutic environment.

48.2 Among non-medical mental health staff, RPN's have the unique responsibility for initial and overall mental and physical status assessments.

48.3 Among non-medical mental health staff, RPN's have the unique responsibility for administration of intramuscular and other medications, detection of side-effects of medication, taking blood samples and serology. A RPN is not permitted to prescribe medication or administer medication without a prescription from medical staff.

48.4 RPN's have responsibility for the supervision of nursing students on placement in mental health settings. Training and supervision must ensure adequate standards of practice are communicated to students and that these standards are maintained by students.

49. AREAS OF WORK

Four areas of work - clinical, community, education and administration - can be identified within the psychiatric nursing structure:

49.1 Clinical Area

Clinical psychiatric nursing duties involve the application of skills and technical knowledge associated with professional procedures to achieve a high standard of nursing care or advice in a range of facility-based settings. Clinical activities include:

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- (a) direct patient care, including the assessment, planning, implementation and evaluation of nursing care;
- (b) the provision of guidance in clinical matters to less experienced practitioners;
- (c) research into the clinical nursing function; and
- (d) the provision of clinical advice and leadership or a clinical service within a recognised nursing specialty on a facility-wide or state-wide basis in a specific discipline.

50 COMMUNITY AREA

50.1 Community psychiatric nursing duties involve the application of skill and technical knowledge associated with professional procedures to achieve a high standard of psychiatric nursing care or advice in a community setting.

50.2 For a position to be defined as a Community Psychiatric Nurse (CPN), the position must encompass all of the following features:

- (a) the development, maintenance and administration of nursing case plans incorporating the nursing process and providing a therapeutic environment in situations where the higher level clinical support available to nurses in a hospital setting is often not readily available;
- (b) undertaking initial or overall mental and physical status assessments in the community, including those of new clients and reviews of existing clients;
- (c) maintaining contact with community agencies, both to assist them in dealing with psychiatric clientele in the community and to have a knowledge of the services available to their clients to assist them in settling back into the community after being in an institution;
- (d) providing an educational service to both clients and agencies on mental health issues, with the aim of preventing development of mental illness in the 'at risk' population.

50.3 In undertaking initial and overall mental and physical status assessments in the community. CPN's may decide whether or not to offer treatment and use judgment, within the limits of their experience gained as nurses, in deciding if the case should be

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brought to the immediate attention of a psychiatrist. However, all assessments and reviews are made available to the appropriate Psychiatrist as part of the case management process. CPN's may not make formal psychiatric diagnoses, but a mental status assessment made by a CPN can be used by a Psychiatrist to establish a formal psychiatric diagnosis within the consultation process.

50.4 In the absence of medical personnel and pharmacists, and within the limits of their knowledge and experience as nurses, CPN's also may act as consultants to non-medical staff on psychopharmacology issues (ie., the applications and side-effects of medication).

51 EDUCATION AREA

(a) Educational activities undertaken by nurse educators employed under this Agreement include: (a) the provision of theoretical and practical tuition at basic and post-basic level;

(b) the provision of informal tuition and clinical guidance to less experienced psychiatric nursing staff;

(c) the use of formal programs and informal means to educate clients and their relatives;

(d) the management of the basic and post-basic and in-service teaching function and coordination of curricula implementation and provision of the teaching service;

(e) the identification of educational needs and curriculum development;

(f) the planning, design and evaluation of courses.

52 ADMINISTRATIVE AREA

Administrative duties typically involve the management of the psychiatric nursing function at various levels and the provision of non-clinical support to clinical practitioners. Administrative activities include:

(a) management of the psychiatric function at unit, ward or program level, or in the community;

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(b) staff management, deployment and development;

(c) budget activities, including assessment of human resource requirements in the psychiatric nursing and related direct-care field;

(d) development of policies and procedures in relation to clinical, community, administrative and/or education practices in a facility or other setting.

(e) Administrative duties usually do not form entire jobs on their own, but are combined with duties from the other three areas.

53 TRAINING FOR PSYCHIATRIC NURSING

53.1 Psychiatric nursing requires of the practitioner skills and knowledge that are drawn from an experimental and theoretical base in both the life and social sciences. It requires highly developed skills in interpersonal relationships and communication, together with a knowledge of psychiatric nursing practices, procedures and ethics, anatomy and physiology, law, and pharmacology as it relates to mental illness.

53.2 The course of training of a RPN is provided over three years in which the intending practitioner attends 1050 hours of theoretical lectures and tutorials within schools of nursing or at a College of Advanced Education, and extensive supervised clinical practice in a structured program of experiential learning within a variety of service settings.

53.3 Training and experience are undertaken in psychiatric settings in which extensive experience working with highly disturbed and difficult clients is acquired. The training encompasses medical, psychological, sociological and nursing models and concepts.

53.4 Particular expertise is gained in mental status assessment, crisis assessment and intervention, management of violence and aggression, appropriate use and assessment of adverse effects of psychotropic medications, and various forms of psychotherapy.

53.5 Successful completion of the course of training entitles the trainee to registration as a RPN and to practise in the field.

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53.6 Following registration, practitioners must complete twelve months of supervised practice before further progression within the discipline.

53.7 While the following list is not exhaustive, upon registration with the VNB, practitioners are expected to be able to:

- (a) actively create and control a psychosocial environment conducive to the treatment and rehabilitation of the psychiatrically ill;
- (b) observe, record and assess the mental, emotional, physical, social and spiritual needs of psychiatric clients;
- (c) recognise the patterns of pathological behaviour and their clinical significance;
- (d) formulate and regularly evaluate and modify a client care plan for each client incorporating all therapeutic measures prescribed and carry out the plan in cooperation with other members of the psychiatric team;
- (e) select appropriate psychiatric nursing strategies to meet the needs of the individual psychiatric client;
- (f) participate in and, where appropriate, carry out treatments prescribed by medical staff and monitor the effects thereof;
- (g) display nursing care skills that will be effective in alleviating disturbance and distress and in modifying maladaptive behaviour;
- (h) design programs containing activities and personal interaction aimed at the improvement in mental health and independent functioning of specific clients;
- (i) meaningfully communicate with individuals and groups exhibiting abnormal behaviour patterns, including aggression, withdrawal, self-destruction, hyperactivity and confusion;
- (j) utilise helping skills therapeutically in caring for psychiatric clients by being available, listening, clarifying, concentrating, conveying empathy, utilising self-disclosure and confrontation constructively, encouraging decision-making and evaluating outcomes;

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- (k) be active in the psychological approaches to treatment, including psycho-dynamic, humanistic, behavioural, group, and family and marital therapies, the use of creative media, socialisation therapies, and independence skills;
- (l) identify and liaise with agencies helpful to psychiatric clientele and where appropriate assume an advocate role on behalf of the client;
- (m) plan an important role in primary prevention by utilising knowledge of mental health and mental illness to groups at risk in the community;
- (n) participate in the management of client care areas;
- (o) participate in the teaching, supervision, performance and evaluation of junior staff, peers and other health-workers;
- (p) initiate and participate in psychiatric nursing research;
- (q) recognise and intervene in anxiety-provoking or threatening situations for individuals with abnormal behaviour patterns;
- (r) design and conduct independence, socialisation activity and recreational-based therapies designed to decrease client dependence and enhance the social functioning of the client.

54 QUALIFICATIONS AND TRAINING REQUIRED FOR ENTRY TO AND PROMOTION WITHIN RPN CATEGORY

54.1 Current registration as a RPN with the VNB is a mandatory qualification for any practising RPN (hospital or community).

54.2 To become registered as an RPN a three-year training course must be undertaken at a school of nursing. Training consists of 1050 classroom hours and extensive supervised work on the wards in hospitals. There is a 6 to 9 week community placement as part of the training course.

54.3 MRN's and RGN's also can become eligible for registration as RPN's by undertaking a 16 month bridging course.

54.4 It has been determined that the mandatory qualification necessary to effectively carry out the tasks required of a RPN is registration as a RPN. Whilst this is the minimum requirement, at

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least two years experience in an adult psychiatric hospital is desirable for nurses entering community nursing in the adult nursing sub-discipline, in order to equip the nurse with sufficient knowledge and direct experience of a range of psychiatric conditions and disorders, in order to undertake mental status assessments in the community without direct guidance, and to act as a case manager for psychiatric clientele.

54.5 For nurses entering the community in other sub-disciplines, one year's experience in a psychiatric hospital, followed by further experience whilst working in the community under supervision within the particular sub-discipline, is considered desirable.

54.6 The possession of further qualifications and/or experience is not mandatory for promotion to positions classified at RPN, grades RPN 1 and RPN 2. From 1 July 2005 for appointment to RPN 3 positions it is desirable that an employee hold a post graduate diploma in psychiatric/mental health nursing or a specialist undergraduate psychiatric nursing qualification or a specialist post basic course of training which led to registration as a Division 3 Nurse. From 1 July 2005 all appointments to RPN 4 positions or above must have completed either a post graduate diploma in Psychiatric/Mental Health nursing or a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

54.7 The PSB considers continuing training and development beyond the basic 'nursing qualification to be desirable in order that staff can acquire the skills, both in the professional and management sense, that need to be exercised at these levels. Appropriate training and development could include formal training programs, in-service experience and post-registration studies, either in the field of psychiatric nursing generally and/or in the particular area in which the nurse is practising.

54.8 The classification of positions within the RPN occupational category will not be on the basis of personal qualifications held or experience gained, but will be established on the basis of the actual work to be performed.

54.9 Administrative tasks performed at RPN 3 and 6 levels generally will be incorporated into positions that also contain tasks that are from other areas (eg. in a position that involves both administrative and clinical work). However, temporary

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positions performing only administrative tasks are likely to be developed for specific projects for specified time periods.

54.10 While on RPN 3 positions in- the clinical stream have been identified in the nursing and direct care review, it is expected that such positions will be identified and/or developed as required. These positions will not be ward based.

54.11 It is considered that the Unit Manager has a direct role that combines both the functions of an expert clinical practitioner and manager of a ward.

54.12 Clinical Manager positions will be in charge of a program that is not ward-based.

54.13 Although at RPN 2 level the roles of Clinician and Deputy Unit Manager are distinct, all RPN 2 level nurses are considered primarily to be advanced practitioners and, from time to time, might be required to assume either of the roles, according to the needs of the facility. Nurses at this level may be required to assume ward or program supervisory responsibility for a span of duty.

55 REGISTERED PSYCHIATRIC NURSE - WORK LEVEL STANDARDS

55.1 RPN 1 - Definition

Positions require a knowledge of psychiatric nursing principles and practices as provided by the current mandatory basic course, and decision-making is required consistent with the extent of this knowledge. RPN-1 nurses are professionally accountable for these decisions.

55.2 RPN-2 - Features

(a) Positions perform tasks according to established procedures, specific guidelines and standard instructions from more senior Psychiatric Nurses. Positions at this level may be required to select certain methods or procedures to meet client needs. The focus of the position is clinical practice in an in-patient or a residential (including residential rehabilitation) setting.

(b) Positions at this level will work within a Psychiatric Nursing team and receive general supervision from a more senior nurse (RPN 3 or above). In all cases, there is a ready source of Psychiatric

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Nursing advice in the event of unusual incidents or the requirement for further specialised nursing knowledge.

(c) Included at this level are newly registered RPN's and the more experienced practitioner whose work contribution increases as experience and knowledge is gained. More experienced RPN 2 nurses may require only limited direction in their day-to-day activities.

(d) Positions may be required to provide peer support to newly registered RPN's, and may oversee the work of PSEN's according to ward/unit policies and the instruction of the Nurse in charge.

(e) RPN 2 positions are sub-divided into RPN2 PCNS and RPN 2 Advanced.

(f) The classification of RPN 2 PCNS or RPN 2 Advanced is only available to an RPN 2 who is able to demonstrate a level of clinical practice that is of a higher level of skill than would otherwise be expected of other RPN 2 positions but less than RPN 3.

An RPN 2 is taken to have demonstrated this level of skill where the RPN 2 is able to routinely demonstrate advanced levels of Psychiatric Nursing clinical decision making - in particular, problem identification and solution, and the analysis and interpretation of clinical data in a mental health setting.

(g) The responsibilities of the RPN 2 PCNS or RPN 2 Advanced are to be performed within their normal daily working hours.

(h) The role and function of the RPN 2 PCNS or RPN 2 Advanced is distinguishable from the roles and functions of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators. The RPN 2 PCNS or RPN 2 Advanced should not be expected to be a replacement to these positions, except when appointed as such in a higher duties capacity.

(i) The RPN 2 PCNS is a personal classification and an RPN 2 can apply for this classification where the RPN 2 has

- * successfully completed a specific course of training in Psychiatric Nursing leading to registration by the NBV, or

- * have completed a post graduate course specific to Psychiatric Nursing; and

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* has completed a minimum of 12 months experience in Psychiatric Nursing at the RPN 2 level.

Whilst applicants would generally be expected to have two years experience at the RPN 2 level to adequately meet the skill criteria an RPN 2 may apply for the PCNS classification after completion of 12 months experience.

(j) The RPN 2 Advanced is a personal classification and an RPN 2 can apply for this classification where the RPN 2:

* is working towards completion of a postgraduate course in Psychiatric Nursing and has completed at least 50% of that course and has a minimum of two years Psychiatric Nursing experience at the RPN 2 level in addition to the completion of the RPN 1 year, or

* has completed a minimum of four years experience in Psychiatric Nursing at the RPN 2 level in addition to the completion of the RPN 1 year.

(k) In addition the RPN must show continuous commitment to the development of the RPN's area of practice, their own development and the mental health facility in which they are employed. The nurse must demonstrate one of the criterions in each of the sections (i), (ii) and (iii) following whilst the criteria set out in section (iv) are desirable only.

(i) Clinical Skill

* Demonstration of a commitment to, and the delivery of a particular Psychiatric Nursing role or function within the program

* Maintenance and improvement of clinical standards in Psychiatric Nursing practice

(ii) Professional Behaviour

* Act as a mentor or preceptor, having completed a preceptor course subject to it being provided by the employer, to less experienced Mental Health Practitioners including RPN's, nursing students, Division 2 nurses (PSEN) and Psychiatric Services Officers (PSO).

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- * Support of, and contribution to, quality improvement and research projects within Psychiatric Nursing practice and the unit.

- * Act as a resource person to others in relation to Psychiatric Nursing clinical practice.

(iii) Professional Development

- * Contribution to the education of other mental health professionals; eg active participation in the delivery of the in-service education/training program.

This function does not supplant the role and function of the RPN 4, 5 or 6 Psychiatric Clinical Specialist or Consultant or Psychiatric Nurse Educators.

- * Demonstrated undertaking of own planned professional development and competence through various forms of continuing education with a focus on Psychiatric Nursing practice; eg conferences, study days, formal study, reading.

(iv) Desirable

- * Completion of a Specialist Graduate Year in Psychiatric Nursing.

- * Membership of a relevant professional body supporting the role and function of Psychiatric Nursing

- * Committee membership and participation requiring Psychiatric Nursing skills and expertise

(1) An RPN 2 Advanced who successfully completes a post graduate course of training in Psychiatric Nursing leading to endorsement by the NBV, shall be classified as, and entitled to use the title of "RPN 2 PCNS."

56 RPN 2 - TYPICAL DUTIES

Within the context of the definitions above, the following duties have been assessed as being able to be undertaken by RPN's at this level. Note that no single duty can be used as the final determinant of job level.

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56.1 Undertake mental state, social and physical assessments of clients, which will lead to a recommendation of a course of action being taken such as the formulation of individual program plans or nursing care plans.

56.2 Assist in the provision of an environment conducive to the physical, emotional and social well-being of clients.

56.3 Prepare nursing case management strategies for clients.

56.4 As a co-therapist, be involved in running psycho-dynamic groups.

56.5 Assess the effects of and on the authority of a medical officer/psychiatrist, and within the bounds of professional nursing practice, administer drug therapies.

56.6 Undertake counseling and therapy of clients, and provide specific rehabilitative or education projects with clients.

56.7 Act as advocate for clients within the facility, and with relevant community agencies such as special accommodation houses and the Commonwealth Employment Service.

56.8 According to ward and facility policies, provide assistance during psychiatric or medical emergencies

56.9 According to ward policies, prepare for the client's discharge by making suitable arrangements for on-going out-patient services, local doctor and CPN visits, and medication supplies, etc.

56.10 Take blood as required (eg. to monitor medication levels).

56.11 Oversee the provision of basic nursing care by PSEN's.

56.12 Assist in the orientation and training of student nurses when directed by the Senior Nurse in charge of the ward or program.

56.13 Conduct daily living skills and activities groups (eg. cooking, budgeting), observe client interaction and record participation.

57 RPN 3 - DEFINITION

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At this level, positions utilise the knowledge gained from the basic RPN course, which has been consolidated by a range of relevant work experience, usually at least two years. Effective from 1 July 2005, the selection criteria for appointment to RPN3 will include the desirability of holding a post graduate diploma in psychiatric/mental health nursing or having completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

57.2 RPN 3 - Features

(a) Clinical duties at this level will include more complex tasks than at Grade 1. Positions operate with a higher degree of clinical autonomy and will be required to handle all the commonly occurring situations or cases within their area of practice. Positions also may utilise a knowledge of nursing systems and service delivery structures to deliver specialised services in some areas.

(b) Positions at this level will undertake the duties of an advanced practitioner. Typically, they will lead a nursing team on a shift, but there is scope for positions at this level in a clinical area who do not necessarily supervise other nurses. Community-based positions receive clinical guidance, where necessary, from a more senior CPN, but are expected to be adept at making mental status assessments of clients, including new clients not previously seen by a doctor. In all cases, positions receive general direction from and report direct to a more senior nurse (RPN 3 or above) who has overall accountability for the care or program.

(c) Positions at this level will be accountable for decisions made on clinical or ward management matters according to professional practice and facility/PSB policies. Positions at this level will determine day-to-day matters and report regularly to a more senior nurse.

57.3 RPN 3 - Typical Duties

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

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57.4 Deputy Unit Manager

(a) Undertake nursing assessments and independently institute a nursing care plan for clients and staff. This includes supervising other nursing staff involved (if any), coordinating various treatment components and Easing with other professional staff.

(b) Conduct complex group therapy such as psycho-dynamic groups. At this level, positions assess clients' suitability, choose the actual form of therapy, train and instruct their peers in therapeutic techniques, and supervise the co-therapist.

(c) Assist a RPN 4 or above to whom the position reports to develop and implement the philosophy and objectives of award or client care program.

(d) Provide clinical supervision to RPN 1's and RPN 2's, RPN students, PSEN's and any other ward staff, and allocate tasks on the basis of the available staff s knowledge and developmental needs, and to meet the standard of nursing care in the ward as defined by the Unit Manager.

(e) On a shift for which the position is responsible for the ward or program, co-ordinate the provision of non-nursing functions to the workplace. Oversee the activities of non-nursing staff while in the ward to ensure relevant standards are met.

(f) Contribute to the development of RPN practices and procedures and provide guidance and informal training on the shift to subordinate staff working in the ward or program area.

(g) Establish the psychiatric nursing service delivery priorities in the work setting for the shift.

(h) Ensure the accurate documentation of client records during the shift.

57.5 Clinician

(a) Undertake nursing assessments and independently institute a nursing-care plan for clients and staff. This includes supervising other nursing staff involved (if any), co-ordinating various treatment components and liaising with other professional staff.

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(b) Conduct complex group therapy such as psycho-dynamic groups. At this level, assess clients' suitability, choose the actual form of therapy, train and instruct their peers in therapeutic techniques, and supervise the co-therapist.

(c) Assist a RPN 4 or above to whom the position reports to develop and implement the philosophy and objectives of a ward or client care program.

(d) Following assessment by or in conjunction with a medical officer, undertake nursing assessments of severely disturbed psychiatric clients and independently institute a range of measures to stabilise each client's psychiatric and physical symptoms.

(e) Undertake specifically designated and more complex rehabilitative or education projects with clients that would not be undertaken by RPN's.

(f) Ward-based positions of this type would be specifically designated and would report direct to a RPN 4, Unit Manager.

57.6 Community Psychiatric Nurse

(a) Undertake mental, social and physical assessments of clients in the workplace or in the community that will lead to recommendation of a course of action being taken (such as hospitalisation) and possible formation of psychiatric diagnosis by a psychiatrist.

(b) On the authority of a medical officer/psychiatrist, administer and assess effects of intramuscular psychotropic medications.

(c) Undertake home visits to clients in the community.

(d) Take steps to resolve or ameliorate emotional distress of clients.

(e) Undertake counseling and therapy of clients.

(f) Undertake community agency consultation and education.

(g) Develop particular community projects under supervision or with assistance from a more senior nurse.

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- (h) Undertake specific rehabilitative or educational -projects with clients.
- (i) Prepare nursing case management strategies for clients being assessed or receiving counseling or therapy.
- (j) Provide support to chronic clientele (ie. those with little chance of any marked improvement).
- (k) Refer clients to other mental health professionals or human service agencies in the community/
- (l) Act as advocate on behalf of clients with relevant community agencies.
- (m) Assess level of urgency in situations of psychiatric crisis assessment and undertake a course of action to resolve or ameliorate the crisis accordingly.
- (n) Maintain an already established residential living program that houses psychiatric clients, providing support and counseling as well as assistance with daily living skills to enable them to live independently in the community, and assessing the clients to make sure they are suitable to live together.
- (o) Co-ordinate a modecate clinic, involving the organising of staff to administer medication, ensuring that clients are followed up if they fail to attend the clinic and making recommendations regarding the staff resource requirements required to provide an efficient modecate service.

58 RPN4 DEFINITION

Positions utilise basic RPN training and a substantial period of work experience (usually at least five years) to achieve expert knowledge of RPN practices and procedures. Positions may utilise relevant post-basic studies to ensure the achievement of RPN standards across a work area, program or clinical specialty for which the position is responsible. Nurse Educator positions may be required to hold a recognised nurse education qualification according to VNB regulations. Effective from 1 July 2005 a person appointed to RPN4 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

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58.1 RPN 4 Features

(a) Positions at this level undertake the most complex 'hands-on' clinical practice in this structure. Community or facility nurses at this level will be experts whose clinical judgments will be recognised as authoritative. In clinical matters, positions will undertake the full range of cases within their area of practice and neither will require nor receive clinical guidance from a more senior nurse. Non-clinical project and program positions will have carriage of complex matters without requiring technical advice, guided only by the broad policy constraints of the facility's nursing department. Unit manager positions will be expected to independently manage all nursing services in an area and provide leadership to staff in clinical matters. Nurse educators utilise their expert knowledge to instruct students in the practical and theoretical aspects of their course.

(b) Positions are professionally accountable for their nursing decisions, RPN 4's in charge of wards or programs will manage their areas with independence, and will be accountable to the nursing executive for the delivery of a high-quality psychiatric nursing service. Positions will participate in peer reviews and will report as required on the areas under their control. Direct supervision is not compatible with the high level of expertise expected of positions at this level.

58.2 RPN 4 - Typical Duties

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as the final determinant of job level.

58.3 Unit Manager

(a) Manage the provision of psychiatric nursing services in a ward to enable the effective utilisation of available resources to achieve ward and facility objectives.

(b) Provide the highest level of 'hands-on' clinical practice and advice and participate in the delivery of care.

(c) Participate in the development of psychiatric nursing policy and procedures relating to the ward and the facility as a whole.

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- (d) Manage the provision of all nursing and non-nursing services to the ward.
- (e) Co-ordinate the provision of mental health professional services to clients.
- (f) Maintain standards of professional psychiatric nursing care and promote the training and professional development of all nursing staff on the ward.
- (g) Ensure that the relevant provisions of the Mental Health Act 1996 (Vic) are followed.
- (h) Monitor and evaluate ward program activities and outcomes and report as required to the facility's nursing executive on progress towards objectives, resourcing difficulties, staff training requirements, emerging clinical issues that may be addressed across a number of wards, etc. Develop and manage change as appropriate.
- (i) Supervise maintenance of client records by ensuring that ward staff complete all necessary paperwork.
- (j) Ensure that staffing rosters and staff deployment are organised to achieve effective program delivery and efficient use of staff resources.

58.4 Clinical Manager

- (a) Manage and participate in the activities of a significant clinical non-ward based program, including establishing the parameters of services, clinical standards and program objectives, and ensuring effective resource utilisation.
- (b) Provide clinical leadership and program guidance to subordinate nurses working in the program.
- (c) Monitor and evaluate program outcomes and develop and manage changes as appropriate.
- (d) Liaise and negotiate with significant facility and community-based agents regarding the program.

58.5 Clinical Specialist

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(a) Undertake clinical consultancy and provide direct care in wards or direct-care programs as a sole practitioner reporting to a more senior clinical manager. The primary focus is clinical services to clients.

(b) Conduct research projects into clinical matters, under the broad direction of a more senior clinical manager.

(c) Utilise advanced clinical nursing knowledge and skills to influence quality of care within a specialised aspect of nursing practice across a number of wards or programs (eg. infection control).

(d) Be responsible for maintaining state of the art knowledge of the nursing specialty.

(e) Contribute to the training and development of nursing and direct-care staff regarding the specialty area.

58.6 Community Nurse - Student Co-ordinator

(a) Plan and control or co-ordinate the placement of nursing students in the work setting.

(b) Be responsible for establishing placement objectives, supervisory guide lines and allocation of staffing resources to the task of student supervision.

(c) Undertake associated organising, liaison and monitoring duties.

(d) Develop supervision practices and procedures and training of field staff to be involved in supervision of students.

(e) Undertake a community nursing caseload.

58.7 Community Nursing - Team Leader

(a) In work settings with up to two subordinate CPN positions, undertake planning, control and co-ordination of CPN functions within the work setting, in a particular sub-discipline or across a number of sub-disciplines.

(b) Undertake associated organising, liaison, monitoring and service development duties.

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- (c) Provide nursing supervision for subordinate CPN staff.
- (d) Develop CPN practices and procedures, and undertake training of field staff.
- (e) Advise administrative coordinator on appointment of nursing staff to the team.
- (f) Establish CPN service delivery priorities in the work setting.
- (g) Undertake the development of sub-discipline procedures and practices in the work setting and training of staff.
- (h) Establish priorities in delivery of CPN services within the sub-discipline for the work setting, in conjunction with senior staff of other professions in the work setting.

58.8 Community Nurse - Developer of Residential Living Program

- (a) Establish and maintain a residence to house psychiatric clients.
- (b) Obtain funds for the purchase/rental of accommodation.
- (c) Find appropriate accommodation.
- (d) Identify and monitor staff resource requirements (ie. the number and type of staff required to enable the clients to look after themselves and live independently in the community). Types of staff may include CPN's, therapists and social workers.

58.9 Community Nurse - Manager of Crisis Intervention Program

A crisis intervention program involves making staff available to respond to urgent requests for assistance in the community (eg. a disruptive client in a public place or a suicide threat). Typically, a two-person team (two nurses or a nurse and a social worker) would go out to assess the situation and take whatever action required. The management of the service involves:

- (a) Rostering of staff to requests for assistance.
- (b) Determining the extent of service required for the catchment area serviced by the workplace (ie numbers of hours per week and number and type of staff).

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(c) Marketing the service to the community.

(d) Ensuring that the service is responsive to the needs of the catchment area without disrupting the clinic/workplace routines.

58.10 Nurse Educator

(a) Prepare and conduct lectures, tutorials, laboratory work, workshop skills training or small group discussions in allocated areas of the syllabus for basic and post-basic student nurses.

(b) Evaluate student progress. This includes acting as an Examiner for the VNB for the external examination of Student Nurses.

(c) Contribute to development and evaluation of the curriculum for student RPN's.

(d) Co-ordinate the program for allocated intake groups of student nurses.

(e) Contribute to the on-going development of nursing education and practice by having input to internal and external committees and working Parties.

(f) In the clinical work setting, facilitate the effective transfer of student RPN's' theoretical learning into practical experience through the provision of clinical education sessions and supervision of the students' nursing practice, and provide a structured program of education and ward experience to general nursing students during their clinical psychiatric nursing placement.

(g) Undertake direct client care in order to act as role model for students and create learning situations for students by role-playing where actual experience is not available.

(h) Negotiate with schools of nursing and student nurses regarding the number and dates of clinical placements to be undertaken under the teacher's supervision.

(i) Answer queries from student nurses regarding the interpretation of the Health Professions Registration Act 2005 (Vic) and VNB.

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(j) Provide counseling and advice to student nurses in relation to their academic progress and course regulations.

(k) Organise external placements for student nurses, including at community-based settings.

(l) Organise education visits for student nurses.

58.11 Nursing Administrator

(a) Undertake research into complex non-clinical nursing matters under the broad direction of a more senior nurse (eg. alterations to rostering methods, changes to incident reports, introduction of computerised client records and introduction of staff-appraisal guide lines).

(b) Implement administrative changes of the above type by liaising with unit managers and nurses managing other clinical programs, explaining new systems to affected staff and reporting the outcomes of implementation to more senior managers.

(c) Provide information sessions/seminars and assistance to staff in other facilities undertaking similar projects.

58.12 RPN 5 - Definition

Positions will utilise clinical and administrative knowledge based on further reading, and study over the years (and/or post-basic qualification), and enhanced by many years of appropriate RPN work experience. Effective from 1 July 2005 a person appointed to RPN5 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

58.13 RPN 5 - Features

(a) Positions at this level involve significant problem-solving activities that may require considerable understanding and interpretation of facility and departmental policy. RPN 5 nurses typically are involved in the development of complex nursing programs or curricula. Clinical and non-clinical projects or programs would be of such breadth as to have implications for all nursing services within the facility as a whole, usually involving the development of adaptations to the way work is performed.

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(b) Positions may provide a consultancy to ward-based staff in an area of expertise, but would not directly supervise unit managers or their subordinates. Project positions may supervise small teams of RPN's working on clinical or nursing services support developmental matters. In community settings, RPN 5 nurses would lead small teams in a multi-disciplinary setting or be responsible for the development of PSB programs for a defined catchment area. Educators at this level would provide high level assistance to the positions with regional responsibility for RPN education.

(c) Positions are senior nurses who will independently undertake their duties according to broad policy guide lines and professional standards. Positions will set objectives and negotiate their acceptance with the nursing executive, and report in terms of progress towards these objectives. At this level, RPN positions are typified by substantial responsibility for an area of nursing practice as outlined in the role statements below.

58.14 RPN 5 - Typical Duties

Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

58.15 Clinical Consultant

(a) Provide high level clinical consultation and advice to unit managers or nurses managing programs.

(b) Develop, establish, maintain and evaluate a specialist clinical program, such as a psycho-geriatric or rehabilitation program, across a number of wards/facilities. The primary focus is program development, rather than delivery of clinical services to clients.

(c) Provide a RPN consultancy service regarding specialist programs as required to other hospitals and/or public sector and voluntary health service agencies.

(d) Be responsible for maintaining state of the art knowledge across a broad area of expertise.

(e) This position might supervise a small team of nursing staff.

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58.16 Community Nursing - Team Leader

- (a) Undertake direction of a team of at least three subordinate Community RPN's working in a multi-disciplinary setting where overall direction of the workplace is undertaken by a higher level community position.
- (b) Supervise work of subordinate CPN staff.
- (c) Co-ordinate work of the CPN team.
- (d) Provide input to mental health policy development in the community workplace.
- (e) Monitor and evaluate adequacy of the CPN services provided.
- (f) Undertake co-ordination, planning, development and liaison functions in the workplace on behalf of CPN team.
- (g) Recruit CPN staff.
- (h) Undertake administrative work for the CPN team.
- (i) Establish priorities for CPN service delivery in the workplace.

58.17 Community Nurse - Developer of Psychiatric Branch Programs

- (a) Develop PSB programs for a defined catchment area, which often might be geographically distant from other psychiatric services (eg. a country town).
- (b) In addition to undertaking the full range of community psychiatric training activities without clinical guidance from a more senior nurse to whom the position reports, the position would have responsibility for establishing priorities for community psychiatric nursing and clinical service delivery and for the development of psychiatric service provision in the area.

58.18 Night Supervisor (Small-Medium Facility)

- (a) Undertake the management of a small to medium facility at night, according to policies and procedures established by the facility executive, to ensure that a high standard of operation and service delivery is provided to clients.

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(b) Take responsibility for all nursing and direct-care matters, including clients and staff, in the event of any psychiatric/medical emergency or any other incident and instigate remedial action.

(c) Provide authoritative clinical and nursing administrative guidance and supervision to nursing staff.

(d) Ensure that there are adequate staff and other resources available to all areas at the facility at night to maintain service quality.

(e) Provide a contact point and advice and counseling where appropriate, for members of the public or others who may contact the facility during the night for a broad range of matters (eg. admissions, etc.).

58.19 Nurse Educator

(a) Provide administrative support to a RPN 6 nurse educator in co-ordinating RPN education programs and curriculum development at a number of nurse education centres.

(b) Carry out aptitude testing of aspiring student RPN's to comply with standards set by the VNB.

(c) As part of a regional team of nurse education officers, co-ordinate the development and preparation of allocated sections of the curriculum to comply with VNB standards.

(d) Supervise or monitor the development and implementation of allocated sections of the curricula.

(e) Assist the head of the school in the overall management of the school (eg by establishing appropriate record-keeping systems).

58.20 Nursing Administrator

(a) Direct and supervise the project work of RPN's in non critical areas, including allocating projects to staff, setting deadlines and acting as a consultant when problems are encountered.

(b) Initiate the development of such projects and negotiate their acceptance with the nursing administration (eg. patient dependency studies, the investigation of ward-based rosters, etc).

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(c) Negotiate with senior nursing, medical and administrative staff in the facility to gain acceptance for major policy and procedure changes

58.21 RPN - Grade RPN 6 - Definition

Positions are senior RPN Managers who have a thorough knowledge of the RPN profession and will have considerable proficiency in the art of management in a substantive role. Positions with a clinical focus at this level would have knowledge commensurate with a recognised State-wide expertise in an area of RPN practice. Effective from 1 July 2005 a person appointed to RPN6 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

58.22 RPN - Grade RPN 6 - Features

(a) At this level, guide lines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or undertake research and development projects.

(b) Positions either will manage the total nursing function in the nominated small facilities or community services provided by nursing only teams, or direct a substantial clinical area across an entire facility, or administer a school of nursing.

(c) Positions are bound by PSB policies and practices and are subject to executive management direction only. Within areas of practice as outlined below, positions will be able to commit the facility or education service within the constraints of the executive management model to a particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department / school / community service. Also included at this level are senior nurse managers, who may share accountability for the management of the nursing service with the Director of Nursing (DON) (eg. Night Supervisors in large facilities and Assistant Directors of Nursing in medium to large facilities).

58.23 RPN 6 - Typical Duties

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Within the context of the definitions above, the following roles within each work area have been assessed as being able to be undertaken by RPN's at this level. However, particular positions may combine duties from more than one role. Note that no single duty can be used as a final determinant of job level.

58.24 RPN 6 Nurse Practitioner Classification

(a) A registered nurse educated for extended scope of practice whose role is determined by the context in which s/he practices

(b) A registered nurse holding the qualifications that accords with clause 54.6 that all appointments to RPN 4 positions or above must have completed either a post graduate diploma in Psychiatric/Mental Health nursing or a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

(c) A distinguishing characteristic of the Psychiatric Nurse Practitioner is that their scope of practice extends the nursing role outside the normal scope of practice for a registered nurse including but not limited to the following areas of practice:

- (i) Clinical assessment;
- (ii) Limited prescribing of scheduled medication from an approved formulary;
- (iii) Ordering diagnostic investigations;
- (iv) Direct referral to other health care practitioners;
- (v) Admission and discharge of clients.

(d) Psychiatric Nurse Practitioner - Features

(i) A Psychiatric Nurse Practitioner will undertake some or all of the following as part of their role in accordance with the ANMC National Competency Standards:

Dynamic practice that incorporates application of high-level knowledge and skills in extended practice across stable, unpredictable and complex situations

- Conducts advanced, comprehensive and holistic health assessment relevant to a specialist field of mental health nursing practice.
- Demonstrates a high level of confidence and clinical proficiency in carrying out a range of procedures,

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treatment and interventions that are evidence based and informed by specialist knowledge.

- Has the capacity to use the knowledge and skills of extended practice competencies in complex and unfamiliar environments.
- Demonstrates skills in accessing established and evolving knowledge in clinical and social sciences, and the application of this knowledge to patient care and the education of others.

Professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability

- Applies extended practice competencies within a nursing model of practice
- Establishes therapeutic links with the patient/client/community that recognize and respect cultural identity and lifestyle choices
- Is proactive in conducting clinical service that enhances and is extended by autonomous and accountable mental health nursing practice

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

- Engages in and leads clinical collaboration that optimizes outcomes for patients/clients/communities.
- Engages in and leads informed critique and influence at the systems level of mental health care

58.25 Nurse Manager - Clinical Area

(a) Monitor the facility environment, nursing practices and patterns of care to ensure that high levels of clinical nursing standards are established and maintained. This may involve nursing research being conducted by a RPN-6 or other RPN clinicians. The position at this level then would make proposals to senior service management to improve clinical standards and

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efficient use of staff (eg. effective bed utilisation across a substantial facility).

(b) Having regard to facility-wide trends, initiate and implement clinical audits.

(c) Develop the psychiatric nursing functions within the service by chairing various committees (eg. infection control, clinical emergency, safe manual-handling issues, nursing audit and nursing practice, etc.).

(d) Provide leadership in implementing change to nursing philosophies and practices and assist other nurse managers and practitioners within the facility to achieve their clinical goals.

(e) Assist in the professional development of psychiatric nursing within the facility by providing career guidance to other RPN's, and ensure that staff have access to clinical areas that will enhance their professional development.

58.26 Community Nurse - Manager of Community Department or Clinic

(a) Manage and be fully responsible for delivery of psychiatric and CPN services in a centre staffed by at least three subordinate CPN's, with any other disciplines being available on a part-time or sessional basis only for referral of specific cases if required.

(b) Plan, develop, organise and monitor delivery of PSB programs for the department or clinic's catchment area in accordance with policies, practices, programs and resource allocations to the CPN service prepared jointly with regional psychiatric services management.

(c) Participate in major human service delivery developments in the region (eg. community health) as the representative of psychiatric services.

(d) Undertake evaluation of services provided by the centre to facilitate the best use of allocated resources and representation of psychiatric services in regional initiatives.

(e) Advise regional planners on psychiatric service -delivery issues.

58.27 Night Supervisor (Large Facility)

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Typical duties are the same as for the RPN 7 Night Supervisor. Positions at this level will perform these tasks in larger facilities with higher staff numbers, more in-patient clients and hence higher levels of responsibility for the position in charge at night.

58.28 Nurse Educator - Head of Education Centre

- (a) Administer nurse education for basic and post-basic students at a school of nursing.
- (b) Manage and be responsible for the development, implementation and evaluation of curricula for basic and post-basic nurse training within a school.
- (c) Monitor and review the work performance of Nurse Education Officers, Grade 2 and ensure that the performance of all nurse educators within a school is appropriately monitored.
- (d) Manage the human and physical resources of the school of nursing.
- (e) Ensure that the selection of student nurses for the school follows established policy and is carried out appropriately.

58.29 Nurse Manager - Administration Area

- (a) Under the direction of the Director of Nursing (medium to large facility), provide leadership in allocation and monitoring of nursing resources to most effectively meet service delivery requirements.
- (b) Manage the recruitment and retention of nursing staff according to VPS guide lines and PSB policies.
- (c) Play a professional leadership role in the effective forward planning of nursing services.
- (d) Monitor the non-clinical nursing operations of the facility, and meet emerging needs by initiating changes to systems and procedures. Positions may initiate special projects (either short - or long-term), which may be carried out by subordinate nurses.

58.30 Nurse Manager (Designated Units)

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- (a) Under the direction of the Director of Nursing, manage the nursing services in a specified section of the facility, and involving a significant number of units or equivalent spread of responsibility.
- (b) Monitor the standards of clinical practice, program efficiency and effectiveness, and report as required to the facility's executive.
- (c) Provide professional oversight and guidance on RPN 3's in charge of wards and programs, and ensure that staff development needs are met across the areas for which the position is responsible.
- (d) Initiate and monitor administrative system's to allow the full use of available nursing resources to meet client needs.

58.31 Director of Nursing (Small Facility)

- (a) Be responsible for the overall functional and line management of nursing services and resources.
- (b) Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of psychiatric services.
- (c) Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a small PSB service (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.
- (d) Represent the total RPN function on the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.
- (e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.
- (f) Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

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(g) Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

59 RPN 7 DEFINITION

Positions are senior RPN Managers who have a thorough knowledge of the RPN profession and will have considerable proficiency in the art of management in a substantial role. Effective from 1 July 2005 a person appointed to RPN7 will be required to hold a post graduate diploma in psychiatric/mental health nursing or to have completed a specialist undergraduate psychiatric nursing program or a specialist post basic course of training which led to registration as a Division 3 Nurse.

59.1 RPN 7 Features

(a) At this level, guide lines may be unclear and policies ill-defined, involving major intellectual challenge to resolve nursing service delivery problems or significant nurse education issues.

(b) Positions either will manage the total nursing function in the nominated medium facilities or administer nurse education throughout a region.

(c) Positions are bound by PSB policies and practices and are subject to executive management direction only. Positions will be able to commit the facility or education service to a particular course of action or nursing policy. Positions at this level therefore are expected to lead the investigation of major mental health issues and develop strategies to overcome problems affecting the nursing department's or region's education service.

(d) Work at this level is distinguished from that of RPN-5s by the size of the nursing service managed and the span of control across a region for the RPN education function.

59.2 RPN 7 Typical Duties

Director of Nursing (Medium Facility)

(a) Be responsible for the overall functional and line management of nursing services and resources.

(b) Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and

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responding to changes that are occurring in the development of psychiatric services.

(c) Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a medium Psychiatric Services facility (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

(d) Represent the total RPN function of the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

(e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and nurse managers.

(f) Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

(g) Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

59.3 Principal Nurse Education Officer

(a) As head of a regional school and as the most senior level of Nurse Educator in the PSB, provide authoritative professional leadership in identifying direct-care staff education/training needs and develop appropriate resources.

(b) Provide policy advice to the Principal Nurse Adviser on nurse education and direct-care staff training for the region.

(c) Engage in course design, curricula development and education strategies with external educational bodies to access basic and on-going training for all direct-care staff in the region. Undertake regional manpower planning for educational purposes.

(d) Be accountable for all RPN education across a region.

(e) In accordance with VNB and PSB requirements, design a theoretical and clinical education curriculum for student RPN's

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and ensure appropriate organisation and standards for clinical placements within a region.

(f) Manage relevant human and material resources.

(g) Negotiate with psychiatric, general health and community facilities to arrange suitable placements for student RPN's.

(h) Prepare a program of theoretical education and clinical placements each year for each student RPN within the region, to meet the VNB requirements.

(i) Determine processes for design, construction, evaluation and revision of curricula or parts of curricula pertaining to RPN education.

(j) Ensure that curriculum requirements a-re being met, and promote consultation between Nurse Educators and senior hospital-based RPN's who are involved in both the theory and clinical components of RPN training.

(k) As the most senior level of Nurse Educator in the PSB, meet with other Nurse Educators at this level to formulate suggestions and recommendations pertaining to policies and professional standards for RPN education in Victoria, for submission to the Principal Nurse Adviser.

59.4 RPN 7 Definition

Positions at this level are in charge of the largest PSB psychiatric nursing services and are the most senior RPN managers in Victoria. Positions thus will utilise the highest level of knowledge and skills in Managing the RPN function in large mental health facilities.

59.5 RPN 7 Typical Duties

Director of Nursing (Large Facility)

(a) Be responsible for the overall functional and line management of nursing services and resources.

(b) Promote the development and enhancement of the participation and skills of nurses and other direct-care staff in accepting and responding to changes that are occurring in the development of psychiatric services.

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(c) Be responsible for the development and preparation of policy and guide lines pertaining to all aspects of psychiatric nursing and related direct-care service delivery within a large psychiatric services facility (as defined), and for the provision of high level psychiatric nursing advice to other members of the facility's executive.

(d) Represent the total RPN function on the facility executive and negotiate at senior levels for the adequate resourcing of the RPN clinical function and its associated activities.

(e) Ensure the RPN services are of the highest possible quality across the facility through establishing effective reporting relationships between ward, community and Nurse Managers.

(f) Participate as necessary in the negotiation of local industrial relations issues and report to senior PSB management in the event of major disputes.

(g) Provide professional leadership to all RPN's and other nursing staff in the facility, and encourage staff development and retention.

59.6 RPN 7 Principal Nurse Adviser - Definition

The position is accountable for the planning and development of the profession of psychiatric nursing in the context of PSB policy and program directions. The position advises the Manager, PSB and generates policies that impact on RPN services provided in the field. However, the Principal Nurse Adviser does not have line authority over RPN 5, RPN 6 and RPN 7 Nurse Managers.

59.7 RPN 7 Typical Duties

(a) Provide a focus for policy development and analysis, service planning and program development in relation to psychiatric nursing in Victoria.

(b) Provide the central focus and professional leadership for psychiatric nursing and direct-care services, including the enhancement of direct-care services, philosophies, objectives, workforce needs and education requirements.

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(c) Provide major professional input into the development of policy and programs for psychiatric services and into state-wide service-planning activities.

(d) Undertake workforce planning and evaluation of RPN education and training requirements to ensure that PSB policy objectives can be met. Similar consultancy will be given in relation to other direct-care categories, including PSEN and PSO.

(e) On a state-wide basis, set and evaluate nursing standards within the PSB and negotiate with Directors of Nursing to ensure that these standards are implemented throughout facilities and community settings.

(f) Decisions made by the position will influence the direction and development of psychiatric nursing, and will require the position to engage in sensitive discussions and negotiations at the most senior levels with the PSB.

DIVISION II PSYCHIATRIC STATE ENROLLED NURSES

60 PSYCHIATRIC STATE ENROLLED NURSE - GROUP STANDARD

60.1 Psychiatric State Enrolled Nurses (PSEN) are part of the nursing team and perform their duties under the supervision of RPN's. The degree of supervision will depend on the skills and knowledge of the PSEN and the complexity of the nursing care required by the client. For example, in straightforward cases, an experienced PSEN may undertake routine nursing tasks without direct supervision by the RPN with overall responsibility for the client (eg. making and recording observations). In more complex cases (eg. treating an acutely disturbed client), the PSEN will be directed to undertake certain aspects of nursing care by the responsible RPN, who will supervise these activities directly.

60.2 PSEN's are deployed in a wide range of work settings, but always under the supervision of a RPN. These settings may include psychiatric in-patient services, hostels and other settings where services are provided to persons who are mentally ill.

60.3 No client will be treated solely by a PSEN. Services to each client will be determined by a team, which could include a RPN, a Medical Officer or another qualified professional.

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60.4 PSEN's perform a range of functions according to work setting and client needs. Their aim is to ensure the physical and psychological well-being of the client.

61 AREAS OF PRACTICE

61.1 basic nursing observations, recording and reporting (temperature, pulse, respiration, blood pressure, weight, fluid balance, nutritional intake);

61.2 attending to clients' physical needs (bathing, toileting, feeding, skin and pressure area care, exercise);

61.3 participating, within the bounds of PSEN knowledge, in therapeutic, counseling and rehabilitation activities;

61.4 assisting in the creation of safe, stable and therapeutic environments for clients;

61.5 provision of first aid.

62 PSYCHIATRIC STATE ENROLLED NURSE - WORK LEVEL STANDARDS

62.1 PSEN 1 - Definition

Under the supervision of a RPN and as part of the nursing team, positions at this level provide routine nursing care to clients according to established procedures, specific guide lines and standard instructions.

62.2 PSEN 1 - Features

(a) PSEN's will be required to utilise their knowledge of anatomy and physiology, drug and other therapeutic regimes, legal and ethical obligations, and commonly met psychiatric conditions. This knowledge is gained from SEN training and structured work experience in psychiatric settings and/or the new post-basic course.

(b) Positions will carry out routine nursing procedures under the general supervision of a RPN. More complex nursing matters will be undertaken under direct supervision by a RPN

(c) Positions are expected to recognise independently the limits of their competence and notify a RPN of any occurrences that require expertise beyond that of a PSEN.

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62.3 PSEN 1 - Typical Duties

(a) Establish and maintain a rapport with clients that will contribute to clients' therapeutic treatment/activities. This involves the PSEN behaving and communicating in a manner appropriate to the needs and demands of clients, based on a basic understanding of common psychiatric illnesses and disabilities. Examples include speaking calmly and quietly to a client prone to agitation, responding appropriately to an hallucinating client, dealing constructively in daily matters with clients suffering from depression and lack of self-esteem, and maintain a consistent and appropriate relationship with clients.

(b) Make routine observations of a client's temperature, pulse, respiration and blood pressure, and record and report this data to a RPN according to standard procedures. Positions will recognise abnormalities that may need to be addressed more urgently than dictated by the standard procedures, and such cases will be immediately notified to the RPN in charge.

(c) Undertake routine general observations of clients, including clinical observation of therapeutically administered treatments (eg. general physical condition, effects of medication) and report any changes in the patient's physical and psychological condition.

(d) Provide basic physiological nursing care, including bath, shower or sponge, assistance in toileting, care of skin, hair, tooth and nails, positioning of clients, assistance in the passive or active exercise of clients, and provision of adequate food and fluids.

(e) Teach clients to attain independence in the above areas of self-care.

(f) Make beds and ensure that linen supplies to the ward are adequate.

(g) Assist in routine admission procedures when a new client enters the ward (eg. record client's property and clothing, and take valuables to trust office as necessary; where appropriate, order and distribute personal provisions, such as toiletries).

(h) Welcome clients to the ward, and orient them to ward routine. Explain ward routine to family/friends of clients.

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- (i) Contribute to the maintenance of a safe, stable and therapeutic environment for clients by recognising and removing potential hazards, and making suggestions regarding the physical surrounds (eg., recommending purchase of special furnishings etc.).
- (j) Under direction, carry out basic therapeutic or rehabilitative tasks with clients, either individually or in groups. This may include conducting recreational or social outings, conducting more formal activities, like cooking classes, training in social skills, etc.
- (k) When requested by the RPN in charge, accompany clients to appointments outside the ward or facility.
- (l) Act immediately in emergency situations according to established procedures and within the bounds of PSEN knowledge (eg., provide first aid in the case of a medical emergency according to ward policy, or assist the RPN in dealing with a psychiatric emergency).
- (m) Accurately record and label specimens, such as urine, perform urinalysis and report abnormalities.

63 PSEN 2-DEFINITION

This level represents the PSEN who works under the supervision of a RPN and, as part of a nursing team, undertakes advanced PSEN duties.

63.1 PSEN 2-Features

- (a) PSEN's at this level operate with relative independence, but always under the supervision of a RPN, and of necessity would have a number of years of experience in the mental health field. The work covers the full range of PSEN practices and involves more complex tasks than at grade 1. Knowledge and skills gained through work experience may be supplemented by in-service training provided by the PSB or the individual facility.
- (b) The PSEN at this level will be required to conduct regularly the more complex initial interviews of clients, such as compiling a client history for the development of a nursing care plan and/or patient care strategies, rather than routine admission procedures.

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(c) At this level, the PSEN is involved in conducting information or didactic sessions to clients in group situations, rather than one-to-one situations and therefore requires high level interpersonal skills. Group activities derive from team-planning decisions and are of a non-psychodynamic nature (eg. daily living skills, health education).

(d) Positions are expected to lead sessions independently, to record client progress and report on the effectiveness of the activities in meeting client needs. The PSEN at this level is expected to make a substantial contribution to processes determining the content of these sessions.

(e) PSEN grade 2 positions also may work independently under the direction of a RPN in community settings with selected clients or groups that have been assessed by RPN's as generally stable. Work in such community settings would involve the full range of PSB practices.

63.2 PSEN 2 - Typical Duties

(a) Conduct more complex initial interviews with clients involving compiling a detailed patient history to assist in the development of individual patient care strategies and to enable the RPN to develop nursing care plans.

(b) Under direction of a RPN or nursing team, plan, independently implement and evaluate activities for clients within the bounds of PSEN knowledge.

(c) Under the direction of the relevant RPN, assist clients living independently in the community to achieve basic self-care and psychological well-being.

DIVISION III - PSYCHIATRIC SERVICES OFFICERS

64 PSYCHIATRIC SERVICES OFFICER - GROUP STANDARD

64.1 Psychiatric Services Officer (PSO's) are employed in the Psychiatric Services and Alcohol and Drug Services areas to assist professional staff in the delivery of a range of therapeutic programs. PSO's are not registered nurses or SEN's, and therefore cannot be utilised to undertake the work classified in the RPN or PSEN.

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64.2 PSO duties may be carried out in a range of settings, including psychiatric hospitals and alcohol and drug service centres or in community-based programs. Clients of these services will have varying degrees of psychiatric or mental illness/disability, or alcohol and drug dependency problems, and services will vary according to the needs of each client group.

64.3 All duties of the PSO category will be undertaken under the direct or general supervision (as appropriate) of a qualified professional staff member, such as Therapist, a Social Worker, a RPN or an ADSN.

64.4 Direct care duties undertaken by PSO's in the following functional areas in the delivery of psychiatric services and alcohol and drug services include:

(a) Social work department: the provision of information and practical assistance to clients and their families in relation to income security and material welfare communicating with clients and families about a range of issues, including accommodation, placements and follow up action.

(b) Occupational therapy: the direct participation with clients in programs and the provision of assistance to clients to enhance their participation in activities and 118 programs in such areas as vocational training, recreational and social outings, and related skills development activities.

(c) Physiotherapy: the direct participation with clients in programs and the provision of services which are concerned with the treatment and prevention of physical injury and diseases affecting movement.

(d) In addition to the direct care duties, in which PSO's will work directly with clients, PSO's may undertake as a secondary component of duties a range of support services to their functional group. Such services include:

(i) 1.4.4(a) maintain client records;

(ii) 1.4.4(b) ordering stores and specialist needs (eg. industrial materials);

(iii) 1.4.4(c) scheduling clients, recording attendance;

(iv) 1.4.4(d) transporting clients;

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(v) 1.4.4(e) maintaining information resources.

(e) In no circumstances is it envisaged that a PSO will be the sole provider of services to clients in the absence of at least broad direction from a relevant professional staff member who has responsibility for the initial assessment, preparation of a client program plan and on-going identification of client needs.

(f) There is no mandatory qualification for entry into the PSO category.

65 PSYCHIATRIC SERVICES OFFICER - WORK LEVEL STANDARDS

65.1 PSO 1 - Definition

Under the supervision of a more senior PSO or other professional staff, positions at this level provide a variety of direct care services to clients according to established procedures, specific guide lines and standard instructions.

65.2 Psychiatric Services Officer, Grade PSO 1 - Features

(a) At this level, activities will be carried out according to direct instructions or straightforward standing procedures and subject to check or review by the supervisor.

(b) After a period of closely supervised work experience, positions will be required to develop a knowledge of their program area and how it relates to the client group. On the basis of this knowledge, positions may be required to adapt work patterns/schedules. However, these adaptations will be in line with the overall service program managed by more senior staff.

(c) Positions at this level may be required to provide reliable data for the supervisor, and/or may have to present this data at case planning meetings.

(d) Positions at this level will work within a single functional area (eg. one department, or within one program).

65.3 PSO 1 - Typical Duties

(a) Accompany clients (from ward to therapy area to outside appointments, on social outings etc.), if necessary according to

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instructions from the Unit Manager, Nurse Senior or Chief Therapist.

(b) Establish a rapport (eg. by casual chatting, non-judgmental attitude) with clients to assist in their participation in the therapy program.

(c) Prepare, set up, and maintain physiotherapy equipment, and ensure that the environment is safe for the patients and staff working in it.

(d) Within guide lines established by the supervisor, utilise such physiotherapy equipment as the short wave machine, ultra violet lamp, ultra sound machine and the application of waxbaths and vibration appliances to assist in the rehabilitation of clients. Note the client diagnosis and choice of therapy required is determined by the Physiotherapist.

65.4 Organise and Implement Social and Recreational Outings for Clients

(a) Provide clerical and housekeeping support to the home department (eg. recording appointments, ordering stores, organising maintenance and repairs)

(b) Under routine supervision as to what activities are to be carried out, prepare and run groups for clients including such subjects as cooking, gardening, art, music, games and puzzles etc. Positions may be required to evaluate and report on participants' level of participation and provide encouragement in conjunction with therapist/nurse co-leader.

(c) Devise and deliver activities programs for individual clients, eg. art, needlework and craftwork.

(d) Act as advocate for individual clients in gaining access to needed community services.

66 PSO 2 - DEFINITION

Within established procedures and guide lines and under general direction from a more senior PSO or professional staff, positions are regularly required to either:

(a) undertake the more complex non-nursing direct care functions;
or

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(b) perform significant non-direct care duties; or

(c) contribute to the design and independent implementation of developmental and therapeutic programs.

67 PSO 2 - FEATURES

67.1 At this level, positions have more latitude in the selection of established techniques without specific instruction from the supervisor. Positions will independently carry out duties on the basis of general direction, and are expected to handle day-to-day issues arising in relation to these activities.

67.2 There is a regular requirement for positions to prepare modifications to program components based on observation of the effectiveness in meeting clients' needs. Changes would be reported to the supervisor who retains overall accountability for the program.

67.3 Positions may have responsibility for inducting newly recruited PSO's into the work area, or providing guidance to more experienced PSO Is in areas of expertise.

67.4 Positions may be required to work across a range of settings or programs, or have a breadth of information about the facilities operations which would not be expected at level 1. In addition, positions may be required to liaise on behalf of the agency with outside community groups, government departments, private business etc.

67.5 PSO's at this level Generally have had at least four years of relevant experience or at least two years relevant experience and an appropriate qualification.

67.6 PSO's working in such areas as industrial therapy, social work departments, occupational therapy and physiotherapy would be expected to independently carry out duties on the basis of general direction. Ability to conduct straightforward programs and handle day-to-day issues arising from them would be gained after several years under close supervision within such areas.

68 PSO 2 - TYPICAL DUTIES

68.1 Under general direction, independently select the activities for and run formal group sessions in such activities as art and

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craft, music, film, games, physical activities, simple working, basic vocational skills and other independent living skills.

68.2 Manage the activities of an occupational therapy workshop, including supervision of subordinate staff, responsibility for maintenance of the environment and specialist stores, and the development and implementation of suitable programs under the general direction of an occupational therapist or other professional staff.

68.3 Assist in assessing clients' suitability for certain programs according to established methodologies.

68.4 Within a psychiatric hospital or an alcohol and drug service facility, establish and maintain effective links between the facility and clients' parents, friends and guardians.

68.5 Provide information and practical assistance to clients and their families in relation to income security and material welfare.

68.6 Liaise on behalf of clients with a broad range of human services agencies and Government departments.

68.7 Within a department (eg. social work), establish and maintain filing systems, records, client statistics, draft correspondence etc.

68.8 Develop and maintain a register of community resources for use in the facility; inform nursing and other staff of the availability of these resources and their suitability for individual clients.

68.9 Participate or assist in the provision of services to clients now living in the community, and where directed by the responsible staff member, deal to finality with day-to-day problems arising in straightforward circumstances (eg. lack of access to transport to available programs, difficulty in finding accommodation etc.).

68.10 Prepare social history reports on clients' identifying the client's family background, education level, personal needs.

69 PSO 3 - DEFINITION

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At this level, under the broad direction of professional staff, senior direct-care staff have responsibility for independently running substantial programs or welfare services for clients.

70 PSO 3 - FEATURES

70.1 At this level, positions must use considerable judgment in determining courses of action that will impact on services to clients.

70.2 As with grade two, positions will be required to prepare modifications to programs they are involved in delivering. At grade three, these changes will be implemented according to the incumbent's judgment, as the supervisor will not normally provide guidance on day to day issues.

70.3 Positions at this level may lead teams of non-nursing direct care workers, and have responsibility for their induction, in-service training, formal assessment and counseling with respect to work performance, and supervision.

70.4 PSO's at this level would Generally have at least seven years of relevant experience, or at least five years of experience and an appropriate qualification.

70.5 Positions may be required to deal with a range of community agencies, government departments, client advocacy groups etc on matters requiring tact and diplomacy, and a sound understanding of agency and government policy in relation to the provision of services to psychiatric, Mentally ill and disabled clients, or clients suffering from alcohol and/or drug dependency.

71 PSO 3 - TYPICAL DUTIES

71.1 Co-ordinate 'welfare' activities for a significant number of clients in a complex environment.

71.2 Independently run a major recreational or social program, including budgeting, negotiating acceptance of proposals, liaising with outside agencies.

71.3 Under direction, co-ordinate the provision of a major therapy program across a range of settings (eg. a major facility, or between facility and outposted community agencies). Coordinate a numeracy and literacy program between the facility, the clients now living at home, and specialist education staff. The position

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assists in the selection of suitable clients and co-ordinates all facets of program delivery.

71.4 In a large and/or complex facility, have responsibility for the provision of information one existing community resources for facility staff, clients and their families. At this level, the position is required to have chief responsibility for this function in addition to the Grade two requirement to provide authoritative advice on the appropriateness of these facilities for clients.

DIVISION IV - NON DIRECT CARE EMPLOYEES

72 SKILL LEVELS

LEVEL 1

An employee at this level:

Works within established routines, methods and procedures.

Has minimal responsibility, accountability or discretion.

Works under direct or routine supervision, either individually or in a team.

No previous experience or training is required.

Indicative tasks performed at this level are:

General services

Cleaning; attending to a lift, car park or incinerator; basic laundry work and the sorting and packing of linen. Assisting a gardener; basic maintenance work; basic sewing; General Orderly/Porterage/Courier functions in hospitals or other health services.

Laundryhand

Carpark Attendant

Sorter/Packer of Linen

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Hospital Orderly or Cleaner

Assistant Gardener

Maintenance/Handyperson (Unqualified)

All other employees not elsewhere provided for

Food services

Basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils and the serving and delivery of meals.

Food and Domestic Services Assistant Other Cook

LEVEL 2

An employee at this level:

Works within established routines, methods and procedures.

Has limited responsibility, accountability or discretion.

May work under limited supervision, either individually or in a team.

Possesses communication skills.

Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

General services

A window or other specialist cleaner; a laundry worker performing work on his or her own; Gardening work requiring no formal qualifications; general housekeeping functions; basic stores work; sewing of a more advanced nature requiring the cutting and fitting of garments.

Cleaner cleaning windows

Housekeeper

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Storeperson

Laundry Operator

Gardener (non-trade)

Seamsperson who cuts and fits

LEVEL 3

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures.

Is responsible for work performed with a limited level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses sound communication skills.

Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General services

Hospital Attendant work, including patrol functions; stores work by a storeperson working alone; driving small vehicles (1.25 tonnes or less) within and between establishments.

Hospital Attendant Storeperson employed alone Driver 1.25 Tonne or less Food services

A person responsible for the conduct of a diet kitchen an unqualified (non-trade) cook employed as a sole cook in a kitchen or an unqualified (non-trade) cook providing specialist cooking functions.

Dietary Supervisor

Cook Employed Alone

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Diet Cook

Sweets Cook

Pastry Cook (Other)

LEVEL 4

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures, (non-admin/clerical).

Is responsible for work performed with a medium level of accountability or discretion, (non-admin/clerical).

Works under limited supervision, either individually or in a team, (non-admin/clerical).

Possesses sound communication and/or arithmetic skills, (non-admin/clerical).

Requires specific on-the-job training and/or relevant skills training or experience, (non-admin/clerical).

An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

Food services

An employee whose primary function is to liaise with patients and employees to obtain appropriate meal requirements of patients, and to tally and collate the overall results.

Food Monitor

LEVEL 5

An employee at this level:

Is capable of prioritising work within established policies, guidelines and procedures.

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Is responsible for work performed with a medium level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses good communication, interpersonal and/or arithmetic skills.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Instructor Trades (Unqualified)

General services

An employee performing dedicated security functions; an employee performing transport related functions, including drivers of intermediate sized vehicles (1.25 tonnes to 3 tonnes); ambulance drivers or assistants without first aid certificates or similar relevant training.

Security Officer Grade 1 Driver 1.25 Tonne to 3 Tonne LEVEL 6 An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability. Works under limited supervision, either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes, (admin/clerical).

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are: General services

An employee performing transport related functions, including drivers of non-articulated vehicles over three tonnes; ambulance

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drivers or assistants possessing first aid certificates or similar relevant training.

Driver over three Tonne

LEVEL 7

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes, (admin/clerical).

May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical

An admin/clerical employee whose duties involve regular computer related duties of a multi-functional or batch processing nature. A person employed within a library who is undertaking studies to qualify as a library technician.

All classifications as per admin/clerical grades 1 and 2 (wage levels 4 and 6) with computer use.

Computer Clerk Library Technician in Training General Clerk Typist

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Library Clerk Receptionist

Ward Clerk

In/Out Patient Clerk

Stenographer

Medical Records Clerk

Audio Typist

Business Machine Operator

Patient Fees Clerk

General services

A handyman with Trade qualifications performing general maintenance duties; a printer with Trade qualifications performing general printing or related duties; a gardener with Trade qualifications performing general gardening duties; a storeperson who is required to regularly access computers in the course of his or her employment; a dedicated Security Officer required to regularly access computers in the course of her or his employment and/or has been provided with relevant training; an employee performing transport related functions, including drivers of articulated vehicles.

Maintenance/Handyman (Trade)

Printer (Trade)

Gardener (Trade)

Storeperson (Advanced)

Driver articulated 12-13 Tonnes

Security Officer Grade 2

Food services

A Cook or Butcher with relevant qualifications.

Second Cook Grade D

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Trade Cook

Pastry Cook

LEVEL 8

An employee at this level:

Is capable of functioning semi-autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability. Works either individually or in a team.

Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes, (admin/clerical).

May require basic computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are: Admin/clerical services

A person undertaking medical audio typing or stenography or secretarial functions.

Provision of Interpreting services by an unqualified Interpreter or assisting a qualified Interpreter in the performance of his or her work.

Medical Audio Typist

Secretary

Medical Stenographer

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Interpreter (Unqualified)

Food Services

A Cook or Chef with relevant qualifications.

Chef Grade D

Second Cook Grade C

LEVEL 9

An employee at this level:

Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

Admin/clerical services

A qualified Library Technician working under the direction of a Senior Library Technician or Librarian; a computer clerk required as a normal consequence of his or her position to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (eg. accessing the operating system, configuration or installing programs) or

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required to perform more advanced, responsible or complex functions within a dedicated software system (eg. basic system maintenance or administration, security back-ups etc.); a Pay Clerk with a working knowledge of relevant industrial awards.

Computer Clerk (Advanced)

Library Technician

Pay Clerk (Advanced)

General services

A Maintenance/Handyperson, Printer or Gardener with post-trade qualifications or specialisation and who is required to work autonomously.

Maintenance/Handyperson (Advanced)

Printer (Advanced)

Gardener (Advanced)

Food Services

A Cook or Chef with relevant qualifications.

Second Cook Grade B

Chef Grade C

LEVEL 10

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability and responsibility.

Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

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Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

An Instructor Trades in his or her first year of employment.

Instructor Trades (Qualified) Yr 1

Food services

A Cook or Chef with relevant qualifications.

Chef B

Second Cook A

LEVEL 11

An employee at this level:

Is capable of functioning autonomously, and prioritising his or her own work and the work of others within established policies, guidelines and procedures.

Is responsible for work performed -with a substantial level of accountability and responsibility.

May supervise the work of others, including work allocation, rostering and guidance. Works either individually or in a team.

May require comprehensive computer knowledge or be required to use a computer on a regular basis.

Possesses developed administrative skills and problem solving abilities.

Possesses well-developed communication, interpersonal and/or arithmetic skills.

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May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative tasks performed at this level are: Admin/clerical services

Provision of personal secretarial support; a qualified Interpreter with NAATI accreditation; supervision, work allocation and Fostering and/or guidance of employees.

Private Secretary

Clerical Supervisor

Interpreter (Qualified)

General services

Supervision, work allocation on-the-job training and rostering and/or guidance of employees.

Gardener Superintendent

General Services Supervisor

Food services

A Cook or Chef with relevant qualifications: supervision, work allocation and Fostering and/or guidance of employees.

Chef Grade A

Food Services Supervisor

Technical, clinical and personal care

An Instructor Trades (Qualified) in his or her second year of employment. Supervision, work allocation and rostering and/or guidance of employees.

Instructor Trades (Qualified) Yr 2 and after

Technical, Therapy and Personal Care Supervisor

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73 CLASSIFICATION DEFINITION AND NON DIRECT CARE STAFF

73.1 Technical, Clinical and Personal Care

(a) Instructor Trades (Qualified)

Means a person appointed as such, who has obtained a relevant Trade Certificate and who has had at least three years trade experience, which may include in-house experience, and who under the direction and supervision of the Therapist, assists in arranging and supervising training projects for patients referred to the workshop for therapeutic and/or assessment purposes who instructs patients in the use, care and maintenance of tools and equipment who under direction from a Therapist carries out reports and assessments of patients and who assists the Therapist in the design, adaptation and construction of the special equipment and aides.

(b) Instructor Trades (Unqualified)

Means a person appointed as such, who under the direction and supervision of the Therapist is required to perform work of a general nature and who is responsible for the general tidiness of the workshop and for safe workshop practice with patients and who performs other duties as directed by the Instructor and Therapist.

73.2 Clerical/Administrative Stream Definitions

(a) Clerical Supervisor

Is a person appointed as such performing work which involves the supervision of employees within the Admin/Clerical Stream of this Agreement or the supervision of employees within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more employees and may assist in the recruitment of employees.

(b) Computer Clerk

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part

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of the function of the position and where the level of skill involved is multifunction administrative or batch processing: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Outpatients Clerk, Business Machine Operator, Patients' Fee Clerk, Stenographer (Other), Audio Typist (Other), Medical Records Clerk, Casualty Clerk and Pay Clerk.

(c) Computer Clerk Advanced

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (eg. accessing the operating system, configuration or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (eg. basic system maintenance or administration, security back-ups etc.)

(d) Interpreter (Unqualified)

Is a person who is employed to perform interpreting functions and/or assist qualified Interpreters.

(e) Interpreter (Qualified)

Is a person who is employed to perform interpreting functions and who has received accreditation from the National Accreditation Authority for Translators and Interpreters.

(f) Library Clerk

Is a person appointed as such who in addition to general clerical duties performs specific library related functions and works under the supervision and direction of a Library Technician or Librarian.

(g) Library Technician

Is a person appointed as such who has successfully undertaken the Certificate of Applied Social Science (Library Technician) or a course of study which qualifies them for admission to Library Technician membership of the Library Association of Australia.

Such a person will work under the general direction of a senior Library Technician or a Librarian and maintains library systems for the acquisition, accessioning, circulation, selected cataloguing and care of library material and/or under routine

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direction assists with the provision of reference and information services to library users.

(h) Library Technician in Training

Is a person appointed as such who is currently undertaking the Certificate of Applied Social Science (Library Technician), or a course of study that qualifies' them for admission to Library Technician membership of the Library Association of Australia.

(i) Private Secretary

Is a person who in addition to the Possessing and using secretarial skills, (eg. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

73.3 General Services Stream Definitions

(a) Gardener Advanced

Means a Gardener Trade who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

(b) Gardener (Non-Trade)

Means an employee engaged in the pruning or trimming, of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

(c) Gardener Superintendent

Means a Gardener Trade who is responsible" for the supervision, work allocation, on the job training, Fostering and/or guidance of gardening employees.

(d) Gardener Trade

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

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(e) General Services Supervisor

Is a person appointed as such performing work which involves the supervision of employees within the general services stream of this Agreement or the supervision of employees within a general services related department or section. Such a person would be responsible for administrative duties such as work allocation, training rostering, and guidance of fifteen or more employees and may assist in the recruitment of employees.

(f) Handyperson Advanced

Is a Handyperson Trade who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

(g) Handyperson Trade

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 (Vic) or holds an equivalent qualification acceptable to the employer.

(h) Hospital Attendant

Means an employee appointed as such and who, as part of his or her ordinary duties, is required to perform a patrol function.

(i) Laundry Operator

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

(j) Printer Advanced

Is a Printer Trade who holds appropriate post-trade qualifications; and who is required to work autonomously and prioritise his or her own work with a substantial level of accountability and responsibility.

(k) Printer Trade

Means a person employed as a printer who has satisfactorily qualified as a

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tradesperson under the Industrial Training Act 1975 (Vic) or holds an equivalent qualification acceptable to the employer.

(l) Security Officer Grade 1

Means an employee performing a dedicated security function involving the security of patients, employees or the facilities.

(m) Security Officer Grade 2

An employee as per Security Officer Grade 1 who is required to regularly access computers in the course of his or her employment and/or has been provided with relevant training.

(n) Window Cleaner

Means a person cleaning external windows where any part of the window to be cleaned is more than four and a half metres (4.5 metres) from the ground or balcony Provided that the window is cleaned from the outside of the building

(o) Storeperson Advanced

Is a person employed as a storeperson or storeperson alone who is required to regularly access computers in the course of his or her employment.

73.4 Food Services Stream Definitions

(a) Chef

Means a person employed as such in a hospital who may be required by the employer to supervise employees, give any necessary instruction in all the branches of cooking, preparation of food service employees rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

(i) Chef Grade A

A chef employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.

(ii) Chef Grade B

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A chef employed in a hospital with 300 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.

(iii) Chef Grade C

A chef employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.

(iv) Chef Grade D

A chef employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

(b) Cook Employed Alone

Means a person employed as a sole cook who does not hold trade qualifications.

(c) Dietary Supervisor

Means a person not being a qualified Dietician but responsible for the conduct of a Diet Kitchen.

(d) Diet Cook

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

(e) Food Monitor

An employee responsible to a catering and/or dietary department whose primary function is to liaise with patients and employees to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

When the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

(f) Food Services Supervisor

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Is a person appointed as such performing work which involves the supervision of employees within the food services stream of this Agreement or the supervision of employees within a food services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more employees and may assist in the recruitment of employees.

(g) Other Cook

Means a person who does not hold trade qualifications, who is employed as a cook by a hospital where other cooks are employed.

(i) Second Cook

Means a person employed as such in a hospital who assists the Chef in the discharge of his or her duties and whenever necessary relieves the Chef during any absence.

(A) Second Cook Grade A

A second cook employed in a hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.

(B) Second Cook Grade B

A second cook employed in a hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,1000 meals but less than 2,000 meals on a daily average.

(C) Second Cook Grade C

A second cook employed in a hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.

(D) Second Cook Grade D

A second cook employed in a hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

(ii) Sweets Cook

Means an unqualified cook who specialises in producing sweets or desserts.

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(iii) Trade Cook

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 (Vic) or holding an equivalent qualification acceptable to the employer.

(iv) Hospital gradings for Chef and Second Cook Classifications

(A) Grade A

A hospital with more than 300 beds or a kitchen providing more than 2,000 meals on a daily average.

(B) Grade B

A hospital with 200 or more beds but less than 300 beds or a kitchen providing more than 1,000 meals but less than 2,000 meals on a daily average.

(C) Grade C

A hospital with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1,000 meals on a daily average.

(D) Grade D

A hospital with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

(E) Hospital beds and daily average meals produced are taken from hospital annual returns to the Department of Human Services (howsoever titled), or other relevant materials, as of 30 June of the preceding year.

PART 5 - PROFESSIONAL DEVELOPMENT

74. PROFESSIONAL DEVELOPMENT

74.1 Pre Graduate Positions

(a) A student who is enrolled in a course of training that will lead to registration as a Registered Nurse Division 1 or as a Psychiatric State Enrolled Nurse may be employed by an employer in short term employment (eg. during semester breaks) in order to gain exposure to and invoke an interest in Mental Health nursing

2009 EXTENDED AND VARIED VERSION

as a career option. For these purposes the student shall be employed in the classification of Pre-Graduate Student.

(b) A pre-graduate student who is enrolled in an undergraduate course of education that will lead to registration as a Registered Nurse Division 1 shall be paid the rate of pay applicable to a PSEN Grade 1 Year 1.

(c) A pre-graduate student who is enrolled in a course of training that will lead to registration as a Registered Nurse Division 2 shall be paid the rate of pay applicable to a PSO Grade 1 Year 1.

(d) It is at the discretion of each employer as to whether they participate in the program to engage pre graduate students. A pre-graduate student may only be employed by an employer in a supernumerary position and supported by a preceptor.

(e) No employer may employ a pre-graduate nurse prior to agreement being reached between the parties governing the classification consistent with clause 74.1(a) to (d) including an agreed restricted scope of practice and a process to implement an agreed induction and support program.

74.2 Supervision

Up to a maximum of 2 hours per month professional (clinical) supervision is to be offered to employees in each discipline. The supervision will be provided by a supervisor of the clinician's choice, either from within the service or from an external source as determined by agreement between the clinician, the proposed supervisor and the employer.

74.3 Commitment

The employers, employees and their unions bound by this Agreement recognise that on a greater commitment to training and skill development is required. Accordingly, the employers commit to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing employees with career opportunities to appropriate training to acquire the additional skills; and
- (c) Removing barriers for the utilisation of the skills required.

74.4 Community Based Services

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During the nominal life of this Agreement opportunities for employees to receive Professional development within community located services will be reviewed in consultation with employees and the ANF and HSU.

74.5 Non Direct Care Employees

(a) Inservice Education

Non direct care and support staff will be given voluntary access to inservice training designed to develop communication and interaction skills with people with mental illness.

(b) Computer Technology Training

(i) Improved use of computer technology facilitates access to research and professional development and ensures a more effective and responsive clinical and administrative/clerical workforce.

(ii) Accordingly, access to computer facilities - including internet and email together with related training is to be provided in a manner consistent with the operational, research and professional development needs of the service. Such access and training is to be the subject of a joint consultative process in each service.

74.6 Career Training PSEN, PSO and Non Direct Care

(a) The employers, employees, the ANF and HSU recognise that a greater commitment to training and skill development is required. Accordingly, the employers commitment to

(i) Developing a more highly skilled and flexible workforce;

(ii) Providing employees with career opportunities through appropriate training to acquire additional skills; and

(iii) Removing barriers to the utilisation of skills required.

(b) The employers, employees and their unions may, at the local level, establish a training committee to assist an employer to meet its commitment under subclause 74.10(a).

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(c) If a training committee is established at the local level efforts will be made to:

(i) ensure that it comprises equal members of persons representing the employers and employees; and

(ii) develops a charter which clearly outlines its role and responsibilities.

(d) If an employee undertakes additional training (either on or off the job):

(i) any costs associated with standard fees or prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement will be made on an annual basis and be subject to proof of satisfactory progress;

(ii) travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work should be reimbursed by the employer;

(iii) if the training is undertaken during working hours, the employee concerned will not suffer any loss of pay;

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

2009 EXTENDED AND VARIED VERSION

Witness

(Name print)

Name of Witness (print)

SIGNED for and on behalf of
HEALTH SERVICES UNION by its
authorised officers in the
presence of:

Signature

Witness

(Name print)

Name of Witness (print)

2009 EXTENDED AND VARIED VERSION

SCHEDULE A - LIST OF EMPLOYERS

METROPOLITAN HOSPITAL / HEALTH SERVICES

- * Austin Health
- * Alfred Health
- * Eastern Health
- * Inner South Community Health Service
- * Melbourne Health
- * Mercy Public Hospitals Incorporated
- * Peninsula Health
- * Southern Health
- * St Vincent's Health
- * Royal Children's Hospital

REGIONAL HOSPITALS / HEALTH SERVICES

- * Ballarat Community Health Centre
- * Ballarat Health Services
- * Barwon Health
- * Beechworth Hospital (The)
- * Bendigo Healthcare Group Inc.
- * Goulburn Valley Health
- * Grampians Community Health Centre
- * Latrobe Regional Hospital
- * Mildura Base Hospital
- * North East Health Wangaratta

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- * South West Healthcare
- * Wodonga Regional Health Service

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SCHEDULE B - SALARIES AND ALLOWANCES

PART A - SALARIES

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

Weekly Salary Rates

Registered Psychiatric Nurses Not In Receipt Of Commuted Allowance

Classification	OLD	NEW			
		1-Oct-07 3.25%	1-Oct-08 3.25%	1-Oct-09 3.25%	1-Oct-10 3.25%
RPN GRADE 1 NP11	760.3	851.30	879.00	907.60	937.10
RPN GRADE 2 YEAR 1 NP21	783.4	884.30	913.00	942.70	973.30
RPN GRADE 2 YEAR 2 NP22	824.5	917.40	947.20	978.00	1009.80
RPN GRADE 2 YEAR 3 NP23	866.2	950.40	981.30	1013.20	1046.10
RPN GRADE 2 YEAR 4 NP24	909.9	983.50	1015.50	1048.50	1082.60
RPN GRADE 2 YEAR 5 NP25	954.0	1016.50	1049.50	1083.60	1118.80
RPN GRADE 2 YEAR 6 NP26	997.7	1049.50	1083.60	1118.80	1155.20
RPN GRADE 2 YEAR 7 NP27	1,022.3	1075.30	1110.20	1146.30	1183.60
RPN GRADE 2 YEAR 8 NP28	1,046.8	1101.20	1137.00	1174.00	1212.20
RPN GRADE 2 YEAR 9 NP30	1,071.6	1127.00	1163.60	1201.40	1240.40
PSYCH CLIN NURSE SPEC PC11	1,089.6	1160.00	1197.70	1236.60	1276.80
RPN GRADE 2 ADVANCED NP29	1,089.6	1160.00	1197.70	1236.60	1276.80
RPN GRADE 3 YEAR 1 NP31	1,102.6	1173.70	1211.80	1251.20	1291.90
RPN GRADE 3 YEAR 2 NP32	1,120.3	1185.40	1223.90	1263.70	1304.80
RPN GRADE 3 YEAR 3 NP33	1,146.6	1204.20	1243.30	1283.70	1325.40

2009 EXTENDED AND VARIED VERSION

RPN GRADE 3 YEAR 4	NP34	1,172.8	1227.10	1267.00	1308.20	1350.70
RPN GRADE 3 YEAR 5	NP35	1,197.5	1253.90	1294.70	1336.80	1380.20
RPN GRADE 4 YEAR 1	NP41	1,206.0	1285.00	1326.80	1369.90	1414.40
RPN GRADE 4 YEAR 2	NP42	1,239.1	1310.80	1353.40	1397.40	1442.80
RPN GRADE 4 YEAR 3	NP43	1,269.0	1341.70	1385.30	1430.30	1476.80
RPN GRADE 4 YEAR 4	NP44	1,302.4	1368.60	1413.10	1459.00	1506.40
RPN G4 Y1 UNIT MGR	NP45	1,236.1	1436.10	1482.80	1531.00	1580.70
RPN G4 Y2 UNIT MGR	NP46	1,270.3	1471.40	1519.20	1568.60	1619.60
RPN G4 Y3 UNIT MGR	NP47	1,300.9	1506.20	1555.20	1605.70	1657.90
RPN GRADE 5	NP51	1,433.8	1521.30	1570.70	1621.70	1674.40
RPN GRADE 6	NP61	1,556.6	1635.30	1688.40	1743.30	1800.00
RPN GRADE 7 YEAR 1	NP71	1,623.4	1705.50	1760.90	1818.10	1877.20
RPN GRADE 7 YEAR 2	NP72	1,798.6	1889.60	1951.00	2014.40	2079.90
RPN GRADE 7 YEAR 3	NP73	1,991.5	2092.20	2160.20	2230.40	2302.90

Registered Psychiatric Nurses In Receipt Of Commuted Allowance

CLASSIFICATION	CODE	OLD RATE	NEW RATE		1-Oct-07		1-Oct-08		1-Oct-09		1-Oct-10	
			Comm Allow	3.25%	Comm Allow	3.25%	Comm Allow	3.25%	Comm Allow	3.25%		
RPN GRADE 1	RP11	750.4	135.1	841.10	151.40	868.40	156.30	896.60	161.40	925.70	166.60	
RPN GRADE 2 YEAR 1	RP21	787.3	141.7	888.40	159.90	917.30	165.10	947.10	170.50	977.90	176.00	
RPN GRADE 2 YEAR 2	RP22	824.3	148.4	917.20	165.10	947.00	170.50	977.80	176.00	1009.60	181.70	
RPN GRADE 2 YEAR 3	RP23	861.2	155	945.30	170.20	976.00	175.70	1007.70	181.40	1040.50	187.30	
RPN GRADE 2 YEAR 4	RP24	898	161.6	971.20	174.80	1002.80	180.50	1035.40	186.40	1069.10	192.50	
RPN GRADE 2 YEAR 5	RP25	934.9	168.3	996.80	179.40	1029.20	185.30	1062.60	191.20	1097.10	197.40	
RPN GRADE 2 YEAR 6	RP26	971.8	174.9	1022.80	184.10	1056.00	190.10	1090.30	196.30	1125.70	202.70	
RPN GRADE 2 YEAR 7	RP27	996.5	179.4	1048.70	188.80	1082.80	194.90	1118.00	201.20	1154.30	207.70	

2009 EXTENDED AND VARIED VERSION

RPN GRADE 2 YEAR 8	RP28	1021	183.8	1074.50	193.40	1109.40	199.70	1145.50	206.20	1182.70	212.90
RPN GRADE 2 YEAR 9	RP30	1045.9	188.3	1100.40	198.10	1136.20	204.50	1173.10	211.10	1211.20	218.00
RPN GRADE 2 ADV.	RP29	1089.6	196.1	1160.00	208.80	1197.70	215.60	1236.60	222.60	1276.80	229.80
PSYCH CLIN NURSE SPEC	PC12	1089.6	196.1	1160.00	208.80	1197.70	215.60	1236.60	222.60	1276.80	229.80
RPN GRADE 3 YEAR 1	RP31	1045.9	188.3	1115.20	200.70	1151.40	207.30	1188.80	213.90	1227.40	220.90
RPN GRADE 3 YEAR 2	RP32	1070.3	192.7	1133.40	204.00	1170.20	210.60	1208.20	217.40	1247.50	224.50
RPN GRADE 3 YEAR 3	RP33	1094.9	197.1	1150.60	207.10	1188.00	213.80	1226.60	220.70	1266.50	227.90
RPN GRADE 3 YEAR 4	RP34	1119.4	201.5	1171.90	210.90	1210.00	217.80	1249.30	224.90	1289.90	232.20
RPN GRADE 3 YEAR 5	RP35	1144.2	206	1198.90	215.80	1237.90	222.80	1278.10	230.00	1319.60	237.50
RPN GRADE 4 YEAR 1	RP41	1165.5	209.8	1243.30	223.80	1283.70	231.10	1325.40	238.60	1368.50	246.40
RPN GRADE 4 YEAR 2	RP42	1193.4	214.8	1263.60	227.40	1304.70	234.80	1347.10	242.40	1390.90	250.30
RPN GRADE 4 YEAR 3	RP43	1220.9	219.8	1292.10	232.60	1334.10	240.10	1377.50	248.00	1422.30	256.10
RPN GRADE 4 YEAR 4	RP44	1248.6	224.7	1313.00	236.40	1355.70	244.00	1399.80	252.00	1445.30	260.20
RPN GRADE 4 YEAR 5	RP 50	-	-			1415.20	254.70	1461.20	263.00	1508.70	271.50
RPN G4 Y1 UNIT MGR	RP47	1251.6	225.3	1385.20	249.30	1430.20	257.40	1476.70	265.80	1524.70	274.40
RPN G4 Y2 UNIT MGR	RP48	1279.8	230.4	1414.30	254.60	1460.30	262.90	1507.80	271.40	1556.80	280.20
RPN G4 Y3 UNIT MGR	RP49					1496.30	269.40	1544.90	278.20	1595.10	287.20
RPN GRADE 5	RP51	1396.2	No change	1481.40	266.70	1529.50	275.40	1579.20	284.40	1630.50	293.50
RPN GRADE 6	RP61	1503.8	No change	1580.80	284.50	1632.20	293.70	1685.20	303.20	1740.00	313.10
RPN GRADE 7 YEAR 1	RP71	1611.2	No change	1692.90	304.70	1747.90	314.60	1804.70	324.80	1863.40	335.40
RPN GRADE 7 YEAR 2	RP72	1734.3	No change	1823.20	328.20	1882.50	338.90	1943.70	349.90	2006.90	361.30
RPN GRADE 7 YEAR 3	RP73	1918.9	No change	2017.30	363.10	2082.90	374.90	2150.60	387.10	2220.50	399.70

2009 EXTENDED AND VARIED VERSION

Psychiatric State Enrolled Nurses and Psychiatric Services Officers Not In Receipt Of Commuted Allowance

CLASSIFICATION

CLASSIFICATION	CODE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
PSEN TRAINEE YR 1	PE24	607.10	626.80	647.20	668.20
PSEN TRAINEE YR 2	PE25	658.20	679.60	701.70	724.50
PSEN 1 YEAR 1	PE11	743.40	767.60	792.50	818.30
PSEN 1 YEAR 2	PE12	758.90	783.60	809.10	835.40
PSEN 1 YEAR 3	PE13	774.40	799.60	825.60	852.40
PSEN 1 YEAR 4	PE14	789.90	815.60	842.10	869.50
PSEN 1 YEAR 5	PE15	805.40	831.60	858.60	886.50
PSEN 1 YEAR 6	PE16	820.80	847.50	875.00	903.40
PSEN 1 YEAR 7	PE17	836.30	863.50	891.60	920.60
PSEN 1 YEAR 8	PE18	846.70	874.20	902.60	931.90
PSEN 2 YEAR 1	PE21	842.50	869.90	898.20	927.40
PSEN 2 YEAR 2	PE22	861.00	889.00	917.90	947.70
PSEN 2 YEAR 3	PE23	876.30	904.80	934.20	964.60
PSO LEVEL 1 YEAR 1	SO11	670.60	692.40	714.90	738.10

2009 EXTENDED AND VARIED VERSION

PSO LEVEL 1 YEAR 2	SO12	689.20	711.60	734.70	758.60
PSO LEVEL 1 YEAR 3	SO13	715.50	738.80	762.80	787.60
PSO LEVEL 1 YEAR 4	SO14	734.10	758.00	782.60	808.00
PSO LEVEL 1 YEAR 5	SO15	752.70	777.20	802.50	828.60
PSO LEVEL 1 YEAR 6	SO16	771.50	796.60	822.50	849.20
PSO LEVEL 1 YEAR 7	SO17	786.60	812.20	838.60	865.90
PSO LEVEL 1 YEAR 8	SO18	801.80	827.90	854.80	882.60
PSO LEVEL 2 YEAR 1	SO21	805.20	831.40	858.40	886.30
PSO LEVEL 2 YEAR 2	SO22	828.90	855.80	883.60	912.30
PSO LEVEL 2 YEAR 3	SO23	842.50	869.90	898.20	927.40
PSO LEVEL 2 YEAR 4	SO24	861.10	889.10	918.00	947.80
PSO LEVEL 2 YEAR 5	SO25	876.30	904.80	934.20	964.60
PSO LEVEL 3 YEAR 1	SO31	899.20	928.40	958.60	989.80
PSO LEVEL 3 YEAR 2	SO32	918.70	948.60	979.40	1011.20
PSO LEVEL 3 YEAR 3	SO33	939.00	969.50	1001.00	1033.50
PSO LEVEL 3 YEAR 4	SO34	954.20	985.20	1017.20	1050.30

2009 EXTENDED AND VARIED VERSION

Note 1: A further 3 increases of 3.25%pa the anniversary date over the life of the Agreement.

Note 2: New RPN 4 Grade 5 from 1 October 2008

(a) Psychiatric State Enrolled Nurses and Psychiatric Services Officers Not In Receipt Of Commuted Allowance

CLASSIFICATION	CODE	OLD RATE	Comm Allow	NEW RATE	Comm Allow	1-Oct-	Comm Allow	1-Oct-	Comm Allow	1-Oct-	Comm Allow	1-Oct-	Comm Allow
				1-Oct- 07 3.25%		08 3.25%		09 3.25%		10 3.25%			
PSEN 1 YEAR 1	EP11	687.50	123.80	720.10	129.60	743.50	133.80	767.70	138.10	792.70	142.60		
PSEN 1 YEAR 2	EP12	705.60	127.00	739.60	133.10	763.60	137.40	788.40	141.90	814.00	146.50		
PSEN 1 YEAR 3	EP13	723.40	130.20	758.80	136.60	783.50	141.00	809.00	145.60	835.30	150.30		
PSEN 1 YEAR 4	EP14	741.50	133.50	776.40	139.80	801.60	144.30	827.70	149.00	854.60	153.80		
PSEN 1 YEAR 5	EP15	769.50	138.50	805.40	145.00	831.60	149.70	858.60	154.60	886.50	159.60		
PSEN 1 YEAR 6	EP16	784.20	141.20	820.80	147.80	847.50	152.60	875.00	157.60	903.40	162.70		
PSEN 1 YEAR 7	EP17	799.10	143.80	836.40	150.60	863.60	155.50	891.70	160.60	920.70	165.80		
PSEN 1 YEAR 8	EP18	813.70	146.50	846.70	152.40	874.20	157.40	902.60	162.50	931.90	167.80		
PSEN 2 YEAR 1	EP21	809.40	145.70	842.50	151.70	869.90	156.60	898.20	161.70	927.40	167.00		
PSEN 2 YEAR 2	EP22	827.50	149.00	861.10	155.00	889.10	160.00	918.00	165.20	947.80	170.60		
PSEN 2 YEAR 3	EP23	842.00	151.60	873.30	157.20	901.70	162.30	931.00	167.60	961.30	173.00		
PSO LEVEL 1 YEAR 1	SP11	644.70	116.00	670.60	120.70	692.40	124.60	714.90	128.60	738.10	132.80		

2009 EXTENDED AND VARIED VERSION

PSO LEVEL 1											
YEAR 2	SP12	662.10	119.20	689.20	124.10	711.60	128.10	734.70	132.30	758.60	136.60
PSO LEVEL 1											
YEAR 3	SP13	687.50	123.80	715.50	128.80	738.80	133.00	762.80	137.30	787.60	141.80
PSO LEVEL 1											
YEAR 4	SP14	705.60	127.00	734.10	132.10	758.00	136.40	782.60	140.80	808.00	145.40
PSO LEVEL 1											
YEAR 5	SP15	723.40	130.20	752.70	135.50	777.20	139.90	802.50	144.40	828.60	149.10
PSO LEVEL 1											
YEAR 6	SP16	741.50	133.50	771.30	138.80	796.40	143.30	822.30	148.00	849.00	152.80
PSO LEVEL 1											
YEAR 7	SP17	756.20	136.10	786.60	141.60	812.20	146.20	838.60	151.00	865.90	155.90
PSO LEVEL 1											
YEAR 8	SP18	770.70	138.70	801.90	144.30	828.00	149.00	854.90	153.80	882.70	158.80
PSO LEVEL 2											
YEAR 1	SP21	773.40	139.20	805.20	144.90	831.40	149.60	858.40	154.50	886.30	159.50
PSO LEVEL 2											
YEAR 2	SP22	791.60	142.50	828.90	149.20	855.80	154.00	883.60	159.00	912.30	164.20
PSO LEVEL 2											
YEAR 3	SP23	809.40	145.70	842.50	151.70	869.90	156.60	898.20	161.70	927.40	167.00
PSO LEVEL 2											
YEAR 4	SP24	827.50	149.00	861.10	155.00	889.10	160.00	918.00	165.20	947.80	170.60
PSO LEVEL 2											
YEAR 5	SP25	842.00	151.60	876.30	157.70	904.80	162.80	934.20	168.10	964.60	173.60
PSO LEVEL 3											
YEAR 1	SP31	864.20	155.60	899.20	161.90	928.40	167.20	958.60	172.60	989.80	178.20
PSO LEVEL 3											
YEAR 2	SP32	883.00	158.90	918.70	165.40	948.60	170.80	979.40	176.40	1011.20	182.10
PSO LEVEL 3											
YEAR 3	SP33	902.20	162.40	939.00	169.00	969.50	174.50	1001.00	180.20	1033.50	186.10
PSO LEVEL 3											
YEAR 4	SP34	916.80	165.00	954.30	171.80	985.30	177.40	1017.30	183.20	1050.40	189.20

PSYCHIATRIC SERVICES – NON DIRECT CARE STAFF

		1/09/2008	1/10/2009	31/07/2010
COMPUTER CLERK	GB50	734.10	758.00	782.60
JNR COMPUTER CLK YR1	JU60	513.85	530.60	547.80
JNR COMPUTER CLK YR2	JU70	587.30	606.40	626.10
JNR COMPUTER CLK YR3	JU80	660.70	682.20	704.40
LIBRARY TECH IN TRNG	AL60	734.10	758.00	782.60

2009 EXTENDED AND VARIED VERSION

JNR TRNE LIB TECH Y1	AL70	513.85	530.60	547.80
JNR TRNE LIB TECH Y2	AL80	587.30	606.40	626.10
JNR TRNE LIB TECH Y3	AL90	660.70	682.20	704.40
GENERAL CLERK	GE20	734.10	758.00	782.60
JNR GENERAL CLERK Y1	JZ10	513.85	530.60	547.80
JNR GENERAL CLERK Y2	JZ20	587.30	606.40	626.10
JNR GENERAL CLERK Y3	JZ30	660.70	682.20	704.40
TYPIST	GE10	734.10	758.00	782.60
JUNIOR TYPIST YEAR 1	KT60	513.85	530.60	547.80
JUNIOR TYPIST YEAR 2	KT70	587.30	606.40	626.10
JUNIOR TYPIST YEAR 3	KT80	660.70	682.20	704.40
LIBRARY CLERK	AL10	734.10	758.00	782.60
JNR LIBRARY CLERK Y1	AL20	513.85	530.60	547.80
JNR LIBRARY CLERK Y2	AL30	587.30	606.40	626.10
JNR LIBRARY CLERK Y3	AL40	660.70	682.20	704.40
MEDICAL RECORD CLERK	GC30	734.10	758.00	782.60
JNR MED REC CLERK Y1	JV10	513.85	530.60	547.80
JNR MED REC CLERK Y2	JV20	587.30	606.40	626.10
JNR MED REC CLERK Y3	JV30	660.70	682.20	704.40
BUSINESS MACHINE OPR	GC70	734.10	758.00	782.60
JNR BUS MACH OPR YR1	JX10	513.85	530.60	547.80
JNR BUS MACH OPR YR2	JX20	587.30	606.40	626.10
JNR BUS MACH OPR YR3	JX30	660.70	682.20	704.40
AUDIO TYPIST (OTHER)	GC40	734.10	758.00	782.60
JNR AUD/TYPST OTH Y1	JV60	513.85	530.60	547.80
JNR AUD/TYPST OTH Y2	JV70	587.30	606.40	626.10
JNR AUD/TYPST OTH Y3	JV80	660.70	682.20	704.40
STENOGRAPHER (OTHER)	GC50	734.10	758.00	782.60
JNR STENO OTHER YR 1	JW10	513.85	530.60	547.80
JNR STENO OTHER YR 2	JW20	587.30	606.40	626.10
JNR STENO OTHER YR 3	JW30	660.70	682.20	704.40
WARD CLERK	GD20	734.10	758.00	782.60
JNR WARD CLERK YR 1	JY10	513.85	530.60	547.80
JNR WARD CLERK YR 2	JY20	587.30	606.40	626.10
JNR WARD CLERK YR 3	JY30	660.70	682.20	704.40

2009 EXTENDED AND VARIED VERSION

PATIENT FEES CLERK	GC60	734.10	758.00	782.60
JNR PAT FEE CLERK Y1	JW60	513.85	530.60	547.80
JNR PAT FEE CLERK Y2	JW70	587.30	606.40	626.10
JNR PAT FEE CLERK Y3	JW80	660.70	682.20	704.40
IN/OUTPATIENTS CLERK	GD10	734.10	758.00	782.60
JNR IN/OUTPT CLK YR1	JX60	513.85	530.60	547.80
JNR IN/OUTPT CLK YR2	JX70	587.30	606.40	626.10
JNR IN/OUTPT CLK YR3	JX80	660.70	682.20	704.40
SWITCHBOARD OPERATOR	GD40	734.10	758.00	782.60
JNR SWITCHBRD OPR Y1	KS90	513.85	530.60	547.80
JNR SWITCHBRD OPR Y2	KT10	587.30	606.40	626.10
JNR SWITCHBRD OPR Y3	KT20	660.70	682.20	704.40
RECEPTIONIST	GD30	734.10	758.00	782.60
JNR RECEPTIONIST YR1	JY60	513.85	530.60	547.80
JNR RECEPTIONIST YR2	JY70	587.30	606.40	626.10
JNR RECEPTIONIST YR3	JY80	660.70	682.20	704.40
SECRETARY	GB10	748.80	773.10	798.20
JUNIOR SECRETARY YR1	JT10	524.15	541.15	558.80
JUNIOR SECRETARY YR2	JT20	599.05	618.50	638.60
JUNIOR SECRETARY YR3	JT30	673.90	695.80	718.40
MEDICAL STENOGRAPHER	GB40	748.80	773.10	798.20
JNR MED STENO YR 1	JU10	524.15	541.15	558.80
JNR MED STENO YR 2	JU20	599.05	618.50	638.60
JNR MED STENO YR 3	JU30	673.90	695.80	718.40
MEDICAL AUDIO TYPIST	GB30	748.80	773.10	798.20
JNR MED AUD TYP YR 1	JT60	524.15	541.15	558.80
JNR MED AUD TYP YR 2	JT70	599.05	618.50	638.60
JNR MED AUD TYP YR 3	JT80	673.90	695.80	718.40
INTERPRETER (UNQUAL)	AM10	748.80	773.10	798.20
JNR INTER(UNQUAL) Y1	AM20	524.15	541.15	558.80
JNR INTER(UNQUAL) Y2	AM30	599.05	618.50	638.60
JNR INTER(UNQUAL) Y3	AM40	673.90	695.80	718.40

2009 EXTENDED AND VARIED VERSION

COMP CLERK(ADVANCED)	AM60	768.30	793.30	819.10
JNR COMP CLK(ADV) Y1	AM70	537.80	555.30	573.30
JNR COMP CLK(ADV) Y2	AM80	614.65	634.60	655.20
JNR COMP CLK(ADV) Y3	AM90	691.45	713.95	737.10
LIBRARY TECHNICIAN	AO10	768.30	793.30	819.10
JNR LIBRARY TECH YR1	AO20	537.80	555.30	573.30
JNR LIBRARY TECH YR2	AO30	614.65	634.60	655.20
JNR LIBRARY TECH YR3	AO40	691.45	713.90	737.10
CLERICAL SUPERVISOR	AQ10	854.50	882.30	911.00
JR CLERICAL SUPER Y1	AQ20	598.15	617.60	637.70
JR CLERICAL SUPER Y2	AQ30	683.60	705.80	728.70
JR CLERICAL SUPER Y3	AQ40	769.05	794.05	819.90
PRIVATE SECRETARY	GA10	854.50	882.30	911.00
JNR PRIVATE SEC YR 1	KR10	598.15	617.60	637.70
JNR PRIVATE SEC YR 2	KR20	683.60	705.80	728.70
JNR PRIVATE SEC YR 3	KR30	769.05	794.05	819.90
INTERPRETER (QUAL)	AQ60	854.50	882.30	911.00
JNR INTERPR(QUAL) Y1	AQ70	598.15	617.60	637.70
JNR INTERPR(QUAL) Y2	AQ80	683.60	705.80	728.70
JNR INTERPR(QUAL) Y3	AQ90	769.05	794.00	819.80
LAUNDRYHAND	HK60	642.50	663.40	685.00
JNR LAUNDRYHAND YR 1	KZ40	449.75	464.40	479.50
JNR LAUNDRYHAND YR 2	KZ50	514.00	530.70	547.90
JNR LAUNDRYHAND YR 3	KZ60	578.25	597.00	616.40
SORTER/PACKER LINEN	HK50	642.50	663.40	685.00
JNR SORTER/PACKER Y1	KA10	449.75	464.40	479.50
JNR SORTER/PACKER Y2	KA20	514.00	530.70	547.90
JNR SORTER/PACKER Y3	KA30	578.25	597.00	616.40
SEAMSPERSON	KN10	642.50	663.40	685.00
JNR SEAMSPERSON YR 1	LB70	449.75	464.40	479.50
JNR SEAMSPERSON YR 2	LB80	514.00	530.70	547.90
JNR SEAMSPERSON YR 3	LB90	578.25	597.00	616.40
CAR PARK ATTENDANT	KF90	642.50	663.40	685.00

2009 EXTENDED AND VARIED VERSION

JNR CAR PARK ATT YR1	KG10	449.75	464.40	479.50
JNR CAR PARK ATT YR2	KG20	514.00	530.70	547.90
JNR CAR PARK ATT YR3	KG30	578.25	597.00	616.40
ORDERLY OR CLEANER	IJ10	642.50	663.40	685.00
JR ORDERLY/CLEANR Y1	LJ90	449.75	464.40	479.50
JR ORDERLY/CLEANR Y2	LK10	514.00	530.70	547.90
JR ORDERLY/CLEANR Y3	LK20	578.25	597.00	616.40
ASSISTANT GARDENER	JP90	642.50	663.40	685.00
JNR AST GARDENER YR1	LA10	449.75	464.40	479.50
JNR AST GARDENER YR2	LA20	514.00	530.70	547.90
JNR AST GARDENER YR3	LA30	578.25	597.00	616.40
HANDYPERSON(UNQUAL)	KH60	642.50	663.40	685.00
JR HANDYPERS (UNQ)Y1	LM70	449.75	464.40	479.50
JR HANDYPERS (UNQ)Y2	LM80	514.00	530.70	547.90
JR HANDYPERS (UNQ)Y3	LM90	578.25	597.00	616.40
ALL OTHER EMPLOYEES	KM10	642.50	663.40	685.00
JNR ALL OTHERS YR 1	LM20	449.75	464.40	479.50
JNR ALL OTHERS YR 2	LM30	514.00	530.70	547.90
JNR ALL OTHERS YR 3	LM40	578.25	597.00	616.40
STOREPERSON	JQ80	666.90	688.60	711.00
JNR STOREPERSON YR 1	LJ40	466.85	482.00	497.70
JNR STOREPERSON YR 2	LJ50	533.50	550.80	568.70
JNR STOREPERSON YR 3	LJ60	600.20	619.70	639.80
SEAMSPERS CUTS&FITS	KM90	666.90	688.60	711.00
JNR SEAMS CUT&FIT Y1	LA60	466.85	482.00	497.70
JNR SEAMS CUT&FIT Y2	LA70	533.50	550.80	568.70
JNR SEAMS CUT&FIT Y3	LA80	600.20	619.70	639.80
GARDENER (NON TRADE)	JP50	666.90	688.60	711.00
JNR GARNR(NON TRD)Y1	JP60	466.85	482.00	497.70
JNR GARNR(NON TRD)Y2	JP70	533.50	550.80	568.70
JNR GARNR(NON TRD)Y3	JP80	600.20	619.70	639.80
HOUSEKEEPER	GV90	666.90	688.60	711.00

2009 EXTENDED AND VARIED VERSION

JNR HOUSEKEEPER YR1	KV80	466.85	482.00	497.70
JNR HOUSEKEEPER YR2	KV90	533.50	550.80	568.70
JNR HOUSEKEEPER YR3	KW10	600.20	619.70	639.80
CLEANER WINDOWS	JN10	666.90	688.60	711.00
JR CLEANR WINDOWS Y1	JN20	466.85	482.00	497.70
JR CLEANR WINDOWS Y2	JN30	533.50	550.90	568.70
JR CLEANR WINDOWS Y3	JN40	600.20	619.75	639.80
LAUNDRY OPERATOR	HK20	666.90	688.60	711.00
JNR LAUNDRY OPER YR1	JZ40	466.85	482.00	497.70
JNR LAUNDRY OPER YR2	JZ50	533.50	550.80	568.70
JNR LAUNDRY OPER YR3	JZ60	600.20	619.70	639.80
STOREPERSON ALONE	JR30	683.40	705.60	728.50
DRIVER <1.25 TONNE	JJ90	683.40	705.60	728.50
JNR DRIVER <1.25T Y1	LI60	478.40	493.90	510.00
JNR DRIVER <1.25T Y2	LI70	546.70	564.50	582.80
JNR DRIVER <1.25T Y3	LJ10	615.05	635.00	655.60
SECURITY OFFICER GR1	GF10	707.90	730.90	754.70
JR SECURITY OF G1 Y1	GF20	495.55	511.70	528.30
JR SECURITY OF G1 Y2	GF30	566.30	584.70	603.70
JR SECURITY OF G1 Y3	GF40	637.10	657.80	679.20
DRIVER OVER 1.25-3T	JJ80	707.90	730.90	754.70
JNR DRIV 1.25-3T YR1	LI10	495.55	511.70	528.30
JNR DRIV 1.25-3T YR2	LI20	566.30	584.70	603.70
JNR DRIV 1.25-3T YR3	LI30	637.10	657.80	679.20
DRIVER OVER 3 TONNE	JJ70	716.30	739.60	763.60
JNR DRIVER 3T+ YR 1	JL10	501.40	517.70	534.50
JNR DRIVER 3T+ YR 2	JL20	573.05	591.70	610.90
JNR DRIVER 3T+ YR 3	JL30	644.65	665.60	687.20
HANDYPERSON TRADE	GH10	734.10	758.00	782.60
JR HANDYPERS TRDE Y1	GH20	513.85	530.60	547.80
JR HANDYPERS TRDE Y2	GH30	587.30	606.40	626.10

2009 EXTENDED AND VARIED VERSION

JR HANDYPERS TRDE Y3	GH40	660.70	682.20	704.40
GARDENER TRADE	GF60	734.10	758.00	782.60
JRN GARDENER TRDE Y1	GF70	513.85	530.60	547.80
JNR GARDENER TRDE Y2	GF80	587.30	606.40	626.10
JNR GARDENER TRDE Y3	GF90	660.70	682.20	704.40
STOREPERSON ADVANCED	GK60	734.10	758.00	782.60
JNR STOREPERS ADV Y1	GK70	513.85	530.60	547.80
JNR STOREPERS ADV Y2	GK80	587.30	606.40	626.10
JNR STOREPERS ADV Y3	GK90	660.70	682.20	704.40
PRINTER TRADE	GH60	734.10	758.00	782.60
JNR PRINTER TRADE Y1	GH70	513.85	530.60	547.80
JNR PRINTER TRADE Y2	GH80	587.30	606.40	626.10
JNR PRINTER TRADE Y3	GH90	660.70	682.20	704.40
DRIVER ART 12-13T	JJ40	734.10	758.00	782.60
JR DRIVER 12-13T+ Y1	JL40	513.85	530.60	547.80
JR DRIVER 12-13T+ Y2	JL50	587.30	606.40	626.10
JR DRIVER 12-13T+ Y3	JL60	660.70	682.20	704.40
SECURITY OFFICER GR2	GK10	734.10	758.00	782.60
JR SECURITY OF G2 Y1	GK20	513.85	530.60	547.80
JR SECURITY OF G2 Y2	GK30	587.30	606.40	626.10
JR SECURITY OF G2 Y3	GK40	660.70	682.20	704.40
HANDYPERSON ADVANCED	GL60	768.30	793.30	819.10
JNR HANDYPERS ADV Y1	GL70	537.80	555.30	573.30
JNR HANDYPERS ADV Y2	GL80	614.65	634.60	655.20
JNR HANDYPERS ADV Y3	GL90	691.45	713.90	737.10
PRINTER ADVANCED	GM10	768.30	793.30	819.10
JNR PRINTER ADV YR 1	GM20	537.80	555.30	573.30
JNR PRINTER ADV YR 2	GM30	614.65	634.60	655.20
JNR PRINTER ADV YR 3	GM40	691.45	713.90	737.10
GARDENER ADVANCED	GO10	768.30	793.30	819.10
JNR GARDENER ADV YR1	GO20	537.80	555.30	573.30
JNR GARDENER ADV YR2	GO30	614.65	634.60	655.20
JNR GARDENER ADV YR3	GO40	691.45	713.90	737.10

2009 EXTENDED AND VARIED VERSION

GENERAL SERV SUPER	GN10	854.50	882.30	911.00
JNR GEN SER SUPER Y1	GN20	598.15	617.60	637.70
JNR GEN SER SUPER Y2	GN30	683.60	705.85	728.70
JNR GEN SER SUPER Y3	GN40	769.05	794.05	819.80
GARDENER SUPERINTEND	GM50	854.50	882.30	911.00
JNR GARDEN SUPER YR1	GM70	598.15	617.60	637.70
JNR GARDEN SUPER YR2	GM80	683.60	705.80	728.70
JNR GARDEN SUPER YR3	GM90	769.05	794.00	819.80
FOOD & DOM SERV ASST	HA10	642.50	663.40	685.00
JNR F/D SERV ASST Y1	KX10	449.75	464.40	479.50
JNR F/D SERV ASST Y2	KX20	514.00	530.70	547.90
JNR F/D SERV ASST Y3	KX30	578.25	597.00	616.40
OTHER COOK	GS50	642.50	663.40	685.00
COOK EMPLOYED ALONE	GR20	683.40	705.60	728.50
JNR COOK ALONE YR 1	KB60	478.40	493.90	510.00
JNR COOK ALONE YR 2	KB70	546.70	564.50	582.80
JNR COOK ALONE YR 3	KB80	615.05	635.00	655.60
DIETARY SUPERVISOR	GR10	683.40	705.60	728.50
JNR DIETRY SUPER YR1	HF10	478.40	493.90	510.00
JNR DIETRY SUPER YR2	HF20	546.70	564.50	582.80
JNR DIETRY SUPER YR3	HF30	615.05	635.00	655.60
DIET COOK	GR70	683.40	705.60	728.50
JNR DIET COOK YR 1	HE40	478.40	493.90	510.00
JNR DIET COOK YR 2	HE50	546.70	564.50	582.80
JNR DIET COOK YR 3	HE60	615.05	635.00	655.60
SWEETS COOK	GR80	683.40	705.60	728.50
JNR SWEETS COOK YR 1	HG10	478.40	493.90	510.00
JNR SWEETS COOK YR 2	HG20	546.70	564.50	582.80
JNR SWEETS COOK YR 3	HG30	615.05	635.00	655.60
PASTRYCOOK OTHER	GS20	683.40	705.60	728.50
JR PASTRYCOOK OTH Y1	HF40	478.40	493.90	510.00
JR PASTRYCOOK OTH Y2	HF50	546.70	564.50	582.80

2009 EXTENDED AND VARIED VERSION

JR PASTRYCOOK OTH Y3	HF60	615.05	635.00	655.60
FOOD MONITOR	GS60	691.20	713.70	736.90
JNR FOOD MONITOR YR1	HG40	483.85	499.60	515.80
JNR FOOD MONITOR YR2	HG50	552.95	570.90	589.50
JNR FOOD MONITOR YR3	HG60	622.10	642.30	663.20
PASTRYCOOK TRADESPER	GS10	734.10	758.00	782.60
JNR P'COOK(TRADES)Y1	GT10	513.85	530.60	547.80
JNR P'COOK(TRADES)Y2	GT20	587.30	606.40	626.10
JNR P'COOK(TRADES)Y3	GT30	660.70	682.20	704.40
TRADE COOK	GR30	734.10	758.00	782.60
APPRENTICE COOK YR 1	LE10	403.75	416.90	430.40
APPRENTICE COOK YR 2	LE20	477.15	492.70	508.70
APPRENTICE COOK YR 3	LE30	587.30	606.40	626.10
APPRENTICE COOK YR 4	LE40	697.40	720.10	743.50
SECOND COOK GRADE D	RH20	734.10	758.00	782.60
CHEF GRADE D	RG60	748.80	773.10	798.20
SECOND COOK GRADE C	RH30	748.80	773.10	798.20
JNR 2ND COOK GR C Y1	GT50	524.15	541.15	558.80
JNR 2ND COOK GR C Y2	GT60	599.05	618.50	638.60
JNR 2ND COOK GR C Y3	GT70	673.90	695.80	718.40
CHEF GRADE C	RG70	768.30	793.30	819.10
SECOND COOK GRADE B	RH40	768.30	793.30	819.10
CHEF GRADE B	RG80	813.60	840.00	867.30
JNR CHEF GRADE B YR1	RG10	569.50	588.00	607.10
JNR CHEF GRADE B YR2	RG20	650.90	672.00	693.90
JNR CHEF GRADE B YR3	RG30	732.25	756.00	780.60
SECOND COOK GRADE A	RH50	813.60	840.00	867.30
CHEF GRADE A	RG90	854.50	882.30	911.10
FOOD SERV SUPERVISOR	FS10	854.50	882.30	911.10

2009 EXTENDED AND VARIED VERSION

JR FOOD SER SUPER Y1	FS20	598.15	617.60	637.70
JR FOOD SER SUPER Y2	FS30	683.60	705.80	728.70
JR FOOD SER SUPER Y3	FS40	769.05	794.00	819.80
INSTRUCTOR QUAL YR 1	IG10	813.60	840.00	867.30
JNR INSTRUCT(QUAL)Y1	IG70	569.50	588.00	607.10
JNR INSTRUCT(QUAL)Y2	IG80	650.90	672.00	693.90
JNR INSTRUCT(QUAL)Y3	IG90	732.25	756.00	780.60
INSTRUCTOR QUAL YR 2	IG20	854.50	882.30	911.00
FSO LEVEL 1 YEAR 1	PF11	644.9	665.90	687.50
FSO LEVEL 1 YEAR 2	PF12	654.1	675.40	697.40
FSO LEVEL 1 YEAR 3	PF13	663.4	685.00	707.30
FSO LEVEL 2 YEAR 1	PF21	677.4	699.40	722.10
FSO LEVEL 2 YEAR 2	PF22	690.9	713.40	736.60
FSO LEVEL 2 YEAR 3	PF23	704.8	727.70	751.40
FSO LEVEL 3 YEAR 1	PF31	724.9	748.50	772.80
FSO LEVEL 3 YEAR 2	PF32	744.5	768.70	793.70
FSO LEVEL 3 YEAR 3	PF33	764.8	789.70	815.40
FSO LEVEL 4 YEAR 1	PF41	791	816.70	843.20
FSO LEVEL 4 YEAR 2	PF42	817.2	843.80	871.20
FSO LEVEL 4 YEAR 3	PF43	843.6	871.00	899.30
TRADE ASSIST L1 Y1	TA11	677.4	699.40	722.10
TRADE ASSIST L1 Y2	TA12	690.9	713.40	736.60
TRADE ASSIST L1 Y3	TA13	704.8	727.70	751.40
TRADEPERSON L2 Y1	TP21	751.1	775.50	800.70
TRADEPERSON L2 Y2	TP22	777	802.30	828.40
TRADEPERSON L2 Y3	TP23	803.5	829.60	856.60

2009 EXTENDED AND VARIED VERSION

TRADE CO-ORD L1 Y1	TC11	874	902.40	931.70
TRADE CO-ORD L1 Y2	TC12	905	934.40	964.80
TRADE CO-ORD L2 Y1	TC21	1012.5	1045.40	1079.40

ALLOWANCES

SHIFT ALLOWANCE

Morning Shift		17.70	18.30	18.90
Afternoon Shift		17.70	18.30	18.90
Night Shift		44.90	46.40	47.90
Permanent Night Shift		51.60	53.30	55.00
Change of Shift		28.30	29.20	30.20

CHANGE OF ROSTER		17.70	18.30	18.90
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ON-CALL ALLOWANCE		17.70	18.30	18.90
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EXPERIENCE PAYMENTS / SERVICE MARGINS

After 1 year's experience		5.40	5.60	5.80
After 2 year's experience		10.70	11.00	11.40
After 3 year's experience		17.05	17.60	18.20
After 4 year's experience		18.25	18.80	19.40

Completed Apprenticeship or issued with Trade Certificate

After 1 year's experience		7.70	7.90	8.20
After 2 year's experience		13.80	14.30	14.70
After 3 year's experience		17.00	17.60	18.20
After 4 year's experience		18.20	18.80	19.40

WORK RELATED ALLOWANCES

COMPUTER ALLOWANCE		18.74	19.30	20.00
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2009 EXTENDED AND VARIED VERSION

NAUSEOUS ALLOWANCE

Others - per hour	0.41	0.43	0.44
min payment per week	1.92	1.98	2.04

EXPENSE RELATED ALLOWANCES

UNIFORM ALLOWANCE

Per Day	1.51	1.56	1.61
Per Week	7.63	7.88	8.92

LAUNDRY ALLOWANCE

Per Day	0.37	0.38	0.40
Per Week	1.80	1.80	1.92

VEHICLE ALLOWANCE

Motor Cars			
35 PMU and over	87.2c/km	90.1 c/km	93.0 c/km
Under 35 PMU	67.3c/km	69.4 c/km	71.7 c/km
Motor Cycles			
250cc and over	39.4c/km	40.6 c/km	41.9 c/km
Under 250cc	29.5c/km	30.4 c/km	31.4 c/km
Bicycles	.10 c/km	.103 c/km	.107 c/km

MEAL ALLOWANCE

After 1 hour of shift	11.20	11.60	12.00
After 4 hours of shift	9.00	9.30	9.60
After 5 hours on a Sat or Sun or RDO	11.30	11.60	12.00
After 9 hours on a Sat or Sun or RDO	9.00	9.30	9.60

TOOL ALLOWANCE (chefs and cooks)

	12.36	12.80	13.20
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2009 EXTENDED AND VARIED VERSION

Note 1: A further 3 increases of 3.25%pa the anniversary date over the life of the Agreement.

PART B - ALLOWANCES

PSYCHIATRIC NURSES:

SHIFT ALLOWANCE

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
Morning shift	20.60	22.95	23.70	24.50	25.30
Afternoon shift	20.60	22.95	23.70	24.50	25.30
Night shift	47.90	49.50	51.10	52.80	54.50
Permanent night	55.20	57.00	58.90	60.80	62.80
On Call Allowance - Non Catt	20.60	22.90	23.60	24.40	25.20
On Call Allowance - Catt	82.40	85.10	87.90	90.80	93.80
Hospital / Grad Certificate	33.00	36.70	37.90	39.10	40.40
Post Grad Diploma or Degree	53.60	59.60	61.50	63.50	65.60
Masters / PhD	61.85	68.80	71.00	73.30	75.70
Uniform Allowance	1.25	1.30	1.30	1.30	1.30
	6.05	6.25	6.50	6.70	6.90
Laundry Allowance	0.35	0.35	0.40	0.40	0.40
	1.60	1.65	1.70	1.80	1.90

2009 EXTENDED AND VARIED VERSION

VEHICLE ALLOWANCE

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
Motor Cars					
35 PMU & over	0.85	0.88	0.90	0.90	0.90
under 35 PMU	0.70	0.72	0.70	0.70	0.70
Motor Cycles					
250cc & over	0.41	0.42	0.40	0.40	0.40
under 250cc	0.31	0.32	0.30	0.30	0.30

MEAL ALLOWANCE (during overtime)

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
After 1 hour of work (add)	9.10	9.35	9.70	10.00	10.30
After 4 hours of shift	7.25	7.50	7.70	8.00	8.30
5 hours on a Sat or RDO	9.10	9.35	9.70	10.00	10.30
9 hours on a Sat or RDO	7.25	7.50	7.70	8.00	8.30

2009 EXTENDED AND VARIED VERSION

MAXIMUM LEAVE LOADING

	OLD RATE	NEW RATE	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
			3.25%	3.25%	3.25%	3.25%
Weekly Salary	1335.10	1471.40	1519.20	1568.60	1619.60	
Exceeds						
Loading Amount	934.60	1029.95	1063.40	1098.00	1133.70	
Telephone Allowance	NA	12.85	13.30	13.70	14.10	

PSYCHIATRIC STATE ENROLLED NURSES

SHIFT ALLOWANCE

	OLD RATE	NEW RATE	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
			3.25%	3.25%	3.25%	3.25%
Morning shift	17.75	18.60	19.20	19.80	20.40	
Afternoon shift	17.75	18.60	19.20	19.80	20.40	
Night shift	45.35	46.80	48.30	49.90	51.50	
Permanent night	52.05	53.80	55.50	57.30	59.20	
Change of Shift	28.40	29.70	30.70	31.70	32.70	
On Call Allowance	17.75	18.60	19.20	19.80	20.40	

SENIOR ALLOWANCE

	OLD RATE	NEW RATE	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
			3.25%	3.25%	3.25%	3.25%
PSEN 1 Yr 1	71.00	74.30	76.70	79.20	81.80	
PSEN 1 Yr 2	72.45	75.90	78.40	80.90	83.50	
PSEN 1 Yr 3	73.85	77.40	79.90	82.50	85.20	

2009 EXTENDED AND VARIED VERSION

PSEN 1 Yr 4	75.45	79.00	81.60	84.30	87.00
PSEN 1 Yr 5	76.95	80.50	83.10	85.80	88.60
PSEN 1 Yr 6	78.42	82.10	84.80	87.60	90.40
PSEN 1 Yr 7	79.90	83.60	86.30	89.10	92.00
PSEN 1 Yr 8		84.70	87.50	90.30	93.20
PSEN 2 Yr 1	80.95	84.30	87.00	89.80	92.70
PSEN 2 Yr 2	82.75	86.10	88.90	91.80	94.80
PSEN 2 Yr 3	84.20	87.60	90.40	93.30	96.30

QUALIFICATION ALLOWANCE

OLD RATE	NEW RATE			
	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
	3.25%	3.25%	3.25%	3.25%

PSEN 1

6 month course

PSEN 1 Yr 1	28.40	29.70	30.70	31.70	32.70
PSEN 1 Yr 2	29.00	30.40	31.40	32.40	33.50
PSEN 1 Yr 3	29.55	31.00	32.00	33.00	34.10
PSEN 1 Yr 4	30.20	31.60	32.60	33.70	34.80
PSEN 1 Yr 5	30.80	32.20	33.20	34.30	35.40
PSEN 1 Yr 6	31.40	32.80	33.90	35.00	36.10
PSEN 1 Yr 7	31.95	33.50	34.60	35.70	36.90
PSEN 1 Yr 8	32.55	33.90	35.00	36.10	37.30

12 month course

PSEN 1 Yr 1	53.25	55.80	57.60	59.50	61.40
PSEN 1 Yr 2	54.35	56.90	58.70	60.60	62.60
PSEN 1 Yr 3	55.40	58.10	60.00	62.00	64.00
PSEN 1 Yr 4	56.60	59.20	61.10	63.10	65.20

2009 EXTENDED AND VARIED VERSION

PSEN 1 Yr 5	57.70	60.40	62.40	64.40	66.50
PSEN 1 Yr 6	58.80	61.60	63.60	65.70	67.80
PSEN Yr 7	59.95	62.70	64.70	66.80	69.00
PSEN Yr 8	61.05	63.50	65.60	67.70	69.90

PSEN 2

6 month course

PSEN 2 Yr 1	32.40	33.70	34.80	35.90	37.10
PSEN 2 Yr 2	33.10	34.40	35.50	36.70	37.90
PSEN 2 Yr 3	33.70	35.10	36.20	37.40	38.60

12 month course

PSEN 2 Yr 1	60.70	63.20	65.30	67.40	69.60
PSEN 2 Yr 2	62.05	64.60	66.70	68.90	71.10
PSEN 2 Yr 3	63.15	65.70	67.80	70.00	72.30

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
Uniform Allowance	1.30	1.30	1.30	1.30	1.345
	6.50	6.70	6.90	7.10	7.30
Laundry Allowance	0.35	0.35	0.40	0.40	0.40
	1.60	1.65	1.70	1.80	1.90

2009 EXTENDED AND VARIED VERSION

VEHICLE ALLOWANCE

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
Motor Cars					
35 PMU & over	0.86	0.89	0.90	0.90	0.90
under 35 PMU	0.71	0.73	0.80	0.80	0.80
Motor Cycles					
250cc & over	0.41	0.40	0.40	0.40	0.40
under 250cc	0.31	0.30	0.30	0.30	0.30

MEAL ALLOWANCE (during overtime)

After 1 hour of shift	9.60	9.90	10.20	10.50	10.80
After 4 hours of shift	7.00	7.95	8.20	8.50	8.80
5 hours on a Sat or RDO	9.60	9.90	10.20	10.50	10.80
9 hours on a Sat or RDO	7.70	7.95	8.20	8.50	8.80

2009 EXTENDED AND VARIED VERSION

PSO ALLOWANCES

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
SHIFT ALLOWANCE					
Morning shift	16.10	16.80	17.30	17.90	18.50
Afternoon shift	16.10	16.80	17.30	17.90	18.50
Night shift	45.35	46.80	48.30	49.90	51.50
Permanent night	52.05	53.80	55.50	57.30	59.20
Change of Shift	26.55	26.80	27.70	28.60	29.50
On Call Allowance	16.60	16.80	17.30	17.90	18.50
Uniform Allowance	1.30	1.30	1.30	1.30	1.30
	6.50	6.70	6.90	7.10	7.30
Laundry Allowance	0.33	0.34	0.40	0.40	0.40
Laundry Allowance	1.59	1.64	1.70	1.80	1.90
MEAL ALLOWANCE (during overtime)					
After 1 hour of shift	9.10	9.35	9.70	10.00	10.30
After 4 hours of shift	7.25	7.50	7.70	8.00	8.30
5 hours on a Sat or RDO	9.10	9.35	9.70	10.00	10.30
9 hours on a Sat or RDO	7.25	7.50	7.70	8.00	8.30

2009 EXTENDED AND VARIED VERSION

SENIOR ALLOWANCE

	OLD RATE	NEW RATE			
		1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10
		3.25%	3.25%	3.25%	3.25%
PSO LEVEL 1 YEAR 1	64.50	67.10	69.30	71.60	73.90
PSO LEVEL 1 YEAR 2	66.20	68.90	71.10	73.40	75.80
PSO LEVEL 1 YEAR 3	68.80	71.60	73.90	76.30	78.80
PSO LEVEL 1 YEAR 4	70.60	73.40	75.80	78.30	80.80
PSO LEVEL 1 YEAR 5	72.30	75.30	77.70	80.20	82.80
PSO LEVEL 1 YEAR 6	74.20	77.10	79.60	82.20	84.90
PSO LEVEL 1 YEAR 7	75.60	78.70	81.30	83.90	86.60
PSO LEVEL 1 YEAR 8	77.10	80.20	82.80	85.50	88.30
PSO LEVEL 2 YEAR 1	77.30	80.50	83.10	85.80	88.60
PSO LEVEL 2 YEAR 2	79.20	82.90	85.60	88.40	91.30
PSO LEVEL 2 YEAR 3	80.90	84.30	87.00	89.80	92.70
PSO LEVEL 2 YEAR 4	82.80	86.10	88.90	91.80	94.80
PSO LEVEL 2 YEAR 5	84.20	87.60	90.40	93.30	96.30
PSO LEVEL 3 YEAR 1	86.40	89.90	92.80	95.80	98.90
PSO LEVEL 3 YEAR 2	88.30	91.90	94.90	98.00	101.20
PSO LEVEL 3 YEAR 3	90.20	93.90	97.00	100.20	103.50
PSO LEVEL 3 YEAR 4	91.70	95.40	98.50	101.70	105.00

2009 EXTENDED AND VARIED VERSION

QUALIFICATION
ALLOWANCE

OLD RATE	NEW RATE				
	1-Oct-07	1-Oct-08	1-Oct-09	1-Oct-10	
	3.25%	3.25%	3.25%	3.25%	

6 month course

PSO LEVEL 1 YEAR 1	25.80	26.80	27.70	28.60	29.50
PSO LEVEL 1 YEAR 2	26.50	27.60	28.50	29.40	30.40
PSO LEVEL 1 YEAR 3	27.50	28.60	29.50	30.50	31.50
PSO LEVEL 1 YEAR 4	28.20	29.40	30.40	31.40	32.40
PSO LEVEL 1 YEAR 5	28.90	30.10	31.10	32.10	33.10
PSO LEVEL 1 YEAR 6	29.70	30.90	31.90	32.90	34.00
PSO LEVEL 1 YEAR 7	30.20	31.50	32.50	33.60	34.70
PSO LEVEL 1 YEAR 8	30.80	32.10	33.10	34.20	35.30
PSO LEVEL 2 YEAR 1	30.90	32.20	33.20	34.30	35.40
PSO LEVEL 2 YEAR 2	31.70	33.20	34.30	35.40	36.60
PSO LEVEL 2 YEAR 3	32.40	33.70	34.80	35.90	37.10
PSO LEVEL 2 YEAR 4	33.10	34.50	35.60	36.80	38.00

2009 EXTENDED AND VARIED VERSION

PSO LEVEL 2 YEAR 5	33.70	35.10	36.20	37.40	38.60
PSO LEVEL 3 YEAR 1	34.60	36.00	37.20	38.40	39.60
PSO LEVEL 3 YEAR 2	35.30	36.70	37.90	39.10	40.40
PSO LEVEL 3 YEAR 3	36.10	37.60	38.80	40.10	41.40
PSO LEVEL 3 YEAR 4	36.70	38.20	39.40	40.70	42.00
12 month course					
PSO LEVEL 1 YEAR 1	48.40	50.30	51.90	53.60	55.30
PSO LEVEL 1 YEAR 2	49.70	51.70	53.40	55.10	56.90
PSO LEVEL 1 YEAR 3	51.60	53.70	55.40	57.20	59.10
PSO LEVEL 1 YEAR 4	52.90	55.10	56.90	58.70	60.60
PSO LEVEL 1 YEAR 5	54.30	56.50	58.30	60.20	62.20
PSO LEVEL 1 YEAR 6	55.60	57.80	59.70	61.60	63.60
PSO LEVEL 1 YEAR 7	56.70	59.00	60.90	62.90	64.90
PSO LEVEL 1 YEAR 8	57.80	60.10	62.10	64.10	66.20
PSO LEVEL 2 YEAR 1	58.00	60.40	62.40	64.40	66.50
PSO LEVEL 2 YEAR 2	59.40	62.20	64.20	66.30	68.50
PSO LEVEL 2 YEAR 3	60.70	63.20	65.30	67.40	69.60

2009 EXTENDED AND VARIED VERSION

PSO LEVEL 2 YEAR 4	62.10	64.60	66.70	68.90	71.10
PSO LEVEL 2 YEAR 5	63.20	65.70	67.80	70.00	72.30
PSO LEVEL 3 YEAR 1	64.80	67.40	69.60	71.90	74.205
PSO LEVEL 3 YEAR 2	66.20	68.90	71.10	73.40	75.80

ROLE STATEMENT

PSYCHIATRIC CLINICAL EDUCATOR RPN4

Background

A Statewide framework for the training and development of the psychiatric nursing workforce has been agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN4 Clinical Educator forms a key component of the professional development package. The role is expected to focus primarily on work in acute adult, acute CAMHS and acute aged inpatient services.

Role:

The role will provide professional supervision and support to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role will not carry a clinical caseload.

Scope:

The role will be responsible for ensuring that all psychiatric nursing staff working in acute inpatient units including child and adolescent, adult and aged have access to adequate and appropriate clinical supervision and support.

Accountability:

The Clinical Educator RPN4 reports to the Senior Psychiatric Nurse and is expected to work collaboratively with the inpatient unit manager. The role is ultimately accountable to the Mental Health Service Manager.

Core Functions:

It is intended that this role undertake the following key tasks:

1. Provide professional support education, training and supervision to inpatient psychiatric nursing staff.

2. Monitor and advise on standards of psychiatric nursing practice within an inpatient unit and develop strategies to meet identified needs.
3. Identify models of best practice in psychiatric inpatient nursing and assist in their implementation.
4. Facilitate preceptorship of student nurses, graduate and post graduate nurses on the inpatient unit.
5. Participate in the development and implementation of a professional psychiatric nursing development program for the inpatient unit.
6. Participate in the development and implementation of refresher, re-entry to practice and supervised practice programs within the inpatient unit.
7. Assist psychiatric nurses in the development of individual professional development plans.
8. Contribute to quality improvement and research activities focused on further developing best practice acute inpatient psychiatric nursing.
9. Participate in education and staff development committees and reference groups as required.

ROLE STATEMENT

PSYCHIATRIC NURSE CONSULTANT

RPN5

Background

A statewide framework for the training and development of the mental psychiatric nursing workforce was agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

The following role statement for a RPN5 Nurse Consultant forms a key component of the professional development package.

Role:

The role will be responsible for the coordination and implementation of education; training and professional development programs for psychiatric nurses. The role will not carry a clinical caseload.

Scope:

The role will address psychiatric nurse education, training and development across the service.

Accountability:

The Psychiatric Nurse Consultant RPN5 reports to the Senior Psychiatric Nurse for the service and is expected to work collaboratively with other senior nurses and program managers. The role is ultimately accountable to the Mental Health Service Manager.

Core Functions:

This role is to undertake the following key tasks:

1. Provide leadership in the provision for psychiatric nursing education, training and professional development program delivery, including:

- * Graduate year nursing programs, undergraduate and postgraduate psychiatric nursing;

- * Core competency training packages;

- * Specialised training packages

- * Re entry, Refresher and Supervised Practice Programs

- * Clinical Supervision

2. Provide professional support to the RPN4 Clinical Educator.

3. Undertake quality improvement activities.

4. Be accountable for programs being conducted within the allocated psychiatric nurse training and professional development budget.

5. Contribute to development of a psychiatric nurse performance review system and participate in the design and delivery of staff development programs arising as a consequence.

6. Represent psychiatric nursing education, training and professional development issues on service wide committees.

7. Assist in establishment of and participate in a reference group with other RPN5 Psychiatric Nurse Consultants.

ROLE STATEMENT

SENIOR PSYCHIATRIC NURSE RPN6/7

Background

A statewide framework for the training and development of the psychiatric nursing workforce has been agreed and implemented as part of the 2000 Psychiatric Services Enterprise Bargain Decision.

A Statewide Education Training and Development Reference Group has been established and is responsible for overseeing the implementation of a Professional Development Package.

Role:

The role will ensure the provision of professional supervision and support to psychiatric nurses to ensure the effective delivery of quality clinical services and increased knowledge and skills of staff. The role is not expected to carry a clinical caseload.

Scope:

The role will address psychiatric nurse education, training and development across the service.

Accountability:

The Senior Psychiatric Nurse reports to the Mental Health Service Manager.

Core Functions:

This role is to undertake the following key tasks:

1. Provide psychiatric nursing leadership within mental health service.
2. Responsible for overall development and implementation of training and development strategy for psychiatric nursing workforce.
3. Ensure best practice standards on psychiatric nursing within the defined service.
4. Develop and promote quality improvement activities and research.
5. Develop and implement strategies addressing workforce planning and development issues in consultation with service managers and in accord with the agreed staffing plan for the service.
6. Represent the psychiatric nursing workforce within and to the management of the mental health service and the management of the broader health service within which psychiatric services are delivered.
7. Advance the utilisation of psychiatric nurse research outcomes into clinical best practice and standards.
8. Supervise RPN 4 Clinical Educator and RPN5 Psychiatric Nurse Consultants employed within the service.

SCHEDULE C - MISCELLANEOUS

APPLICATION PROCESS TO BE CLASSIFIED TO RPN 2 PSYCHIATRIC CLINICAL NURSE SPECIALIST (PCNS) AND RPN 2 ADVANCED.

1 For applications for the classification of RPN 2 PCNS or RPN 2 Advanced the following is to apply:

(a) Each employer will arrange, at regular times and not less than four occasions per year, for the calling of applications for classification to RPN 2 PCNS or RPN 2 1 Advanced. This information is to be permanently available to Psychiatric Nursing staff. All applications are to be considered on merit against the criteria.

(b) Prospective applicants are encouraged to discuss RPN 2 PCNS or RPN 2 Advanced position with their Unit Manager prior to submitting an application.

Written application is to be made to the Unit Manager.

(c) Interviews may be conducted by a Psychiatric Nursing panel of no more than three and will include the Unit Manager, Deputy Unit Manager or Psychiatric Nurse Consultant and one other. The decision to conduct formal interviews or not will be at the discretion of the employer. However, no application will be refused solely on the basis that an interview was not conducted.

(d) Some employers (for example, where service delivery is similar across the facility) may wish to operate with an "umbrella" committee for the purpose of interviews.

(e) The successful applicant will be notified in writing within seven days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.

(f) If the applicant is unsuccessful, the applicant will be notified of the outcome within seven days and an explanation will be given as to the reasons for the decision and may, at the employee's request, also include suggestions for a professional development plan.

(g) Each employer will implement an appeal process. The appeal is to be lodged by the applicant with the Unit Manager within two weeks of receiving the rejection letter and heard by the Appeal Committee within four weeks.

(h) An independent appeal panel comprised of Registered Psychiatric Nurses will be convened, from any of the following or their nominees:

The Mental Health Program Director howsoever titled;

The Senior Psychiatric Nurse;

Nurse Unit Manager;

An RPN 2 PCNS or RPN 2 Advanced or other nominee as appropriate.

The appeal panel shall not include any person involved in the making of the original decision.

Draft Letter of Appointment

The letter of appointment will contain the following information:

1 Name of employer.

2 Employee's classifications (eg. RPN 2 Year 4, RPN 4 (Unit Manager) Year 1, PSEN 1, PSO 3 year 2, FSO) and job title, eg. Clinical Educator, Unit Manager.

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

4 Terms and conditions of employment will be governed by the Victorian Psychiatric Services Multi-Employer Certified Agreement 2004-2007.

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

6 Fortnightly hours will be _____ 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 If fixed term, the reason for same and the period of employment.

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.

ANNEXURE A

1. This Annexure A has effect.
2. The following clauses of this agreement apply to allied health professionals and psychologists engaged in the provision of mental health and/or psychiatric services, with the exception of clause 74.4 which shall not apply to psychologists:

Clause No.	Clause Title
9.6.3 - 9.6.7	Community Caseload Management Model
22.4	Professional Development Plan
23.1(k) & (l)	Conversion of Public Holiday penalties to Leave - other employees
38.1	On-call/Re-call Allowances - CATT
74.4	Supervision

3. In addition, the following provisions shall apply to allied health professionals and/or psychologists engaged in the provision of mental health and/or psychiatric services

3.1 Grade 1 Psychologist

The definition of a Grade 1 Psychologist shall mean a person registered by the Psychologists Registration Board as a Probationary Psychologist.

The employer will ensure that all Grade 1 Psychologists are provided with supervision by a Grade 3 Psychologist or above, at no cost to the employee, in accordance with the registration requirements of the Psychologists Board.

3.2 Adult Acute Inpatient Units

Adequate numbers of allied health professionals and psychologists will be employed to ensure appropriate

clinical intervention of the respective disciplines can be delivered in a safe and therapeutic way. The staffing allocation is to provide sufficient time to enable all employees to complete all regular organisational commitments, professional development and training and all necessary documentation within the normal shift length.

3.3 Mental Health Professionals (Medicare) Study Leave

Mental health professionals who are eligible (or will be eligible) to claim for Medicare services under the Commonwealth Mental Health Initiative are entitled to an additional 2 days study leave on application to undertake professional development activities.

Where there is an operational impediment to accessing the leave at the time of application it may be deferred to a mutually agreed alternate time.

3.4 Community Training Positions - Health Professionals and Psychologists

The parties agree to establish similar arrangements to those set out in clause 9.9.3 of this Agreement.