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**NURSES (VICTORIAN PUBLIC HEALTH SECTOR)**  
**MULTI-BUSINESS AGREEMENT 2000-2004**

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## PART A – PRELIMINARY

### 1 TITLE

This Agreement shall be known as the Nurses (Victorian Public Sector) Multi-Employer Agreement 2000-2004.

### 2 DIVISION INTO PARTS

This Agreement is divided into the following parts:

#### Parts:

- A Preliminary
- B Aims and Communication
- C Piloting of Patient Dependency Systems
- D Conditions and Wages

### 3 ARRANGEMENT

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## 4 DEFINITIONS

In this Agreement except where the context requires otherwise:

- (a) **accredited official of the Union** means an officer or employee of the Australian Nursing Federation or of the Health Services Union of Australia (with respect to Registered Nurses Division 2 only).
- (b) **allowance rate** in relation to a Registered Nurse Division 2 means allowance rate as defined by the Award, and calculated by reference to the rates of pay set out in **Schedule B** of this Agreement. For convenience relevant allowances calculated by applying the allowance rate are set out in **Schedule B** to this Agreement.
- (c) **Award** means the Nurses (Victorian Health Services) Award 2000.
- (d) **base rate** in relation to a Registered Nurse Division 1 means the rate for a Registered Nurse Division 1 Grade 2, 2<sup>nd</sup> year of experience, calculated by reference to the rates of pay set out in **Schedule B** of this Agreement. For convenience relevant allowances calculated by applying the base rate are set out in **Schedule B** to this Agreement.
- (e) **EFT** shall mean equivalent full time employee.
- (f) **employee** means a Registered Nurse Division 1, Registered Nurse Division 2, and Registered Nurse Division 5 employed by an employer bound by this Agreement.
- (g) **employer** means any of the health sector agencies listed in **Schedule A** or on any site, campus or other workplace operated by any of the named health sector agencies listed in **Schedule A**.
- (h) **experience** means service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed). Where an employee has previously been employed in a higher grade or sub-grade, service and experience in that higher grade or sub-grade will count as service and experience in the lower grade or sub-grade for the purposes of determining an employee's experience.
- (i) **a year of experience** means experience (as defined) gained from working an average of 3 shifts or more per week in a year. If the employee averages less than three shifts per week or 48 hours per fortnight (whichever is the lesser) the employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of years of experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience in order to determine whether an employee has attained the requisite number of years of experience.
- (j) **extended leave** includes long service leave, parental leave and long-term WorkCover absences.
- (k) **Hospital Certificate** does not include an employee's base qualification.
- (l) **nurse/patient ratio** means the nurse/patient ratio set out in **Schedule C** of this Agreement.

- (m) **Public Sector** shall refer to employment under this Agreement in respect of an employer or place of work identified in **Schedule A** of this Agreement.
- (n) **Registered Nurse Division 1** means a person registered in division 1 of the Register of the Nurses Board of Victoria Registered as defined in the *Nurses Act* 1993 (Vic) but does not include a Registered Nurse Division 1 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to Registered Nurse is, for the purposes of this Agreement, a reference to a Registered Nurse Division 1.
- (o) **Registered Nurse Division 2** means a person registered in division 2 of the Register of the Nurses Board of Victoria Registered as defined in the *Nurses Act* 1993 (Vic) ) but does not include a Registered Nurse Division 2 who is employed solely or predominantly in the provision of psychiatric nursing services. A reference in the Award to a State Enrolled Nurse or an Enrolled Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 2.
- (p) **Registered Nurse Division 5** means a person registered in division 5 of the Register of the Nurses Board of Victoria Registered as defined in the *Nurses Act* 1993 (Vic). A reference in the Award to a Mothercraft Nurse is, for purposes of this Agreement, a reference to a Registered Nurse Division 5.
- (q) **24 hours a day, 7 days per week areas** means wards/units/divisions of a hospital campus/facility that have a staffing roster that operates over 24 hours a day for 7 days a week.

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

A reference in this Agreement to “hospital” or “health care facility” “public health sector agency” or similar term is a reference to the hospital, health care facility, public health sector agency operated by an employer listed in **Schedule A** to this Agreement.

## **5 PARTIES BOUND**

- 5.1 The parties to this agreement are the employers referred to in **Schedule A**, the Australian Nursing Federation (“ANF”), and the Health Services Union of Australia (“HSUA”) in respect of the employment of Registered Nurses Division 2 and Registered Nurses Division 5.
- 5.2 This Agreement is binding upon:
  - (a) The employers referred to in **Schedule A** hereto in respect of all their employees for whom provision is made herein;
  - (b) Employees employed by an employer referred to in **Schedule A** as a Registered Nurse Division 1, Registered Nurse Division 2, or Registered Nurse Division 5;
  - (c) The ANF; and
  - (d) The HSUA, to the extent that it applies to the employment of Registered Nurses Division 2 and Registered Nurses Division 5.

## **6 INCIDENCE AND APPLICATION**

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

## **7 DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation on the day on which it is certified. The nominal expiry date of this Agreement is 31 March 2004.

## **8 RELATIONSHIP WITH AWARD**

8.1 This Agreement is to be read in conjunction with the Award. Where there is any inconsistency between this Agreement and the Award, this Agreement will prevail. In all other respects Award provisions shall be applied as terms of this Agreement.

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

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

8.4 This Agreement wholly replaces any certified agreement that does not solely pertain to salary packaging, organisational change (redundancy) or twelve (12) hour shifts and that:

- (a) binds an employer party referred to in **Schedule A**; and
- (b) applies to the employment of persons to whom this Agreement applies; and
- (c) has a nominal expiry date which has passed.

## **PART B – STAFFING, DISPUTES, NO EXTRA CLAIMS**

## **9 STAFFING**

### **9.1 Skill/Mix**

The minimum skill mix that each employer aims to achieve during the life of this Agreement, in all acute general surgical and medical wards is:

- (a) 1/3 Registered Nurse Division 1 with more than 3 years' experience;
- (b) 1/3 Registered Nurse Division 1 with 1 to 3 years' experience;
- (c) 1/3 Registered Nurse Division 1 with graduate nurse/Registered Nurse Division 2

### **9.2 Annual Leave, Long Service Leave and Extended Leave Relief**

- (a) In all ward/unit/department budgets, provision will be made for the payment of salaries to persons employed to replace employees who are absent due to annual leave.
- (b) In order to maintain nurse/patient ratios, the rostered hours of all employees who are on extended leave will be fully replaced.

### **9.3 Agency and Nurse Bank Staff**

- (a) Each employer will endeavour to meet nurse/patient ratios through the employment of permanent employees. If this is not possible, an employer should use nurse bank employees as an interim measure. Agency staff should only be used for unexpected absences, such as sick leave.
- (b) A nurse bank employee:
  - (i) is a direct employee of an employer party to this agreement who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements without the requirement of prior notice by either party; and
  - (ii) is to be paid per hour worked an amount equal to 1/38<sup>th</sup> of the weekly salary as set out in this Agreement appropriate to the class of work performed plus 25%; and
  - (iii) is not entitled to the provisions of the Award relating to Annual leave, Long Service Leave, Sick Leave, Bereavement Leave or Termination of Employment with the exception of clause 47 of the Award for Division 2 nurse bank employees.

### **9.4 Deputy Director of Nursing**

During the life of this Agreement employers which operate a hospital of over 30 beds across more than one site or campus may give consideration to the appointment of a Deputy Director of Nursing on each campus.

### **9.5 Consumer Price Index (CPI) and Goods and Services Tax (GST)**

If increases in the CPI are greater than the compensation contained in the GST offset package available to all employees, the parties will confer to seek to address this matter.

## **10 DISPUTE RESOLUTION**

### **10.1 Grievances**

- (a) An employee will have the right for grievances to be heard through all levels of line management.
- (b) In the first instance the employee will attempt to resolve the grievance with her or his immediate supervisor. The local ANF or HSUA or other representative will be present if desired by either party.
- (c) If the employee still feels aggrieved, then the matter will be referred to her or his Department Head. The local union or other representative will be present if desired by either party.
- (d) If the grievance is still unresolved, the matter shall be referred to senior management and the senior local or state branch union or other representative.

- (e) If the grievance is still unresolved, then the state branch of the ANF or HSUA or other representative shall be advised and a meeting arranged. At this stage the employer's representative shall be advised and shall be present at the request of either party.
- (f) It is agreed that the above steps in **sub-clauses 10.1(a) to (e)** shall take place within seven days (or such longer period as may be mutually agreed).
- (g) If the grievance has not been resolved to the satisfaction of the employee or the employer, either party to the grievance may refer the grievance to the Australian Industrial Relations Commission ("**the Commission**") for resolution by conciliation, and if necessary by arbitration. Despite this paragraph, a dispute over the application of this Agreement shall be dealt with in accordance with **sub-clause 10.2(a)**.
- (h) Until the grievance is determined, work shall continue normally in accordance with custom and practice existing before the grievance arose while discussions take place. No party shall be prejudiced as to the final settlement by the continuance of work. Health and safety matters are exempted from this subclause.

## **10.2 Disputes over the Application of this Agreement**

- (a) In accordance with Section 170LW(a) of the Workplace Relations Act 1996, the Commission is empowered to settle by conciliation, any dispute over the application of this Agreement between parties to this Agreement which is referred to it by a party to this Agreement. If a dispute over the application of this Agreement cannot be resolved by conciliation, the Commission may, where the parties directly affected by such a dispute first agree, exercise arbitration power to settle that dispute.
- (b) For the avoidance of doubt, a dispute concerning the application of this agreement to a newly created classification or to work under a new position title is to be dealt with in accordance with **sub-clause 10.2(a)**.

## **10.3 Discipline**

- (a) Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file. With respect to Division 2 and Division 5 employees a union representative shall be present if desired by either party.
- (b) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The local union 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. The employee has the right to union representation.
- (d) If the problem re-occurs, the employee's employment may be terminated. However, an employee's employment may not be terminated without the authority of senior management.

- (e) Despite **sub-clauses 10.3(a) to (d)**, an employee may still be summarily dismissed for acts of serious and wilful misconduct.
- (f) If a dispute arises over any disciplinary action instigated against an employee by a management representative, the course of action to be followed shall be in accordance with **sub-clause 10.1(g)**.
- (g) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.
- (h) All new employees shall be handed a copy of these procedures on commencement of employment.

## **11 NO EXTRA CLAIMS**

- 11.1 The ANF, HSUA employees and employers bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the 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 its obligations to consult arising under the Award, this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability 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. Provided that any claim made by a party during this period is not supported by industrial action, **sub-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.

## **PART C – PILOTING OF PATIENT DEPENDENCY SYSTEMS**

### **12 PATIENT DEPENDENCY SYSTEMS**

- 12.1 During the life of this Agreement the parties will review patient dependency systems and a preferred patient dependency system will be piloted in public health sector agencies.
- 12.2 The parties will jointly participate in the patient dependency systems review with a view to identifying a preferred patient dependency system.
- 12.3 The piloting of the preferred patient dependency system will occur in 20 public health sector agencies.
- 12.4 Notwithstanding the results of the piloting program, the nurse/patient ratios set out in **Schedule C** of this Agreement will remain in place for the life of this Agreement, unless a subsequent agreement is reached between the parties to alter the nurse/patient ratios set out in **Schedule C**, prior to the nominal expiry date of this Agreement.

## PART D – CONDITIONS AND WAGES

### 13 CLASSIFICATIONS AND SALARY INCREASES

- 13.1 Amendments to the operation of Award classifications and classifications in grades are set out in **Schedule B**.
- 13.2 The salary increases are set out in **Schedule B**. The first three salary increases, and the incremental salary increases described therein, will have retrospective operation from the dates set out in **Schedule B**.
- 13.3 Except as altered by **Schedule B**, classifications and classifications in grades contained in clauses 29, 31 and 50 of the Award continue to apply.
- 13.4 Arrangements for transition through grades provided for by the Award, continue to apply, except where amended as follows or by **Schedule B**:
- (a) An employee will translate to the increment which reflects her or his experience including experience prior to 1 October 2000.
  - (b) For a Grade 3A Registered Nurse Division 1 appointed as an Associate Charge Nurse in a non-major hospital and paid as such, transition to Grade 3B shall be automatic upon the completion of two years of experience as an Associate Charge Nurse with that non-major hospital.
  - (c) A Grade 3A Registered Nurse Division 1 appointed as an Associate Charge Nurse in a non-major hospital and paid as such, who, at 1 October 2000 has two years of experience or more as an Associate Charge Nurse with that non-major hospital, shall move to the first increment of Grade 3B on 1 October 2000, and to the second increment of Grade 3B upon the completion of another year of experience.
  - (d) For a Grade 4A Registered Nurse Division 1 appointed as a Charge Nurse in a non-major hospital and paid as such, transition to Grade 4B shall be automatic upon the completion of two years of experience as a Charge Nurse with that non-major hospital.
  - (e) A Grade 4A Registered Nurse Division 1 appointed as a Charge Nurse in a non-major hospital and paid as such, who, at 1 October 2000 has two years of experience or more as a Charge Nurse with that non-major hospital, shall move to the first increment of Grade 4B on 1 October 2000, and to the second increment of Grade 4B upon the completion of another year of experience.
  - (f) For a Grade 4A Registered Nurse Division 1 appointed as a Teacher in a non-major hospital and paid as such, transition to Grade 4B shall be automatic upon the completion of two years of experience as a Teacher with that non-major hospital.
  - (g) A Grade 4A Registered Nurse Division 1 appointed as a Teacher in a non-major hospital and paid as such, who, at 1 October 2000 has two years of experience or more as a Teacher with that non-major hospital, shall move to the first increment of Grade 4B on 1 October 2000, and to the second increment of Grade 4B upon the completion of another year of experience.

## **14 SUPERANNUATION**

- 14.1 An employee employed by an employer prior to the commencement of this Agreement may remain a member of her or his current superannuation fund, but will be offered the option of becoming a member of the Health Employees Superannuation Trust of Australia superannuation fund (“**HESTA**”) or the HealthSuper superannuation fund.
- 14.2 An employee who begins employment with an employer after the commencement of this Agreement will have access to either HESTA or HealthSuper superannuation funds.
- 14.3 The default fund on commencement of the Agreement will be the HealthSuper superannuation fund.
- 14.4 At 12 monthly intervals throughout the life of this Agreement, the parties will have regard to the membership numbers in each of HESTA and Health Super Superannuation Funds. The default fund, at each 12 monthly interval, will be the fund with the most employees as members at each hospital.

## **15 NURSE/PATIENT RATIO**

- 15.1 The appropriate nurse/patient ratios which apply at the various public health sector agencies listed in **Schedule A** are attached to this Agreement at **Schedule C**.
- 15.2 Nurse/patient ratios will not apply in respect of Chemotherapy, dialysis, admission centres and day procedure centres or day surgery wards or units.
- 15.3 (a) The parties recognise that the nurse/patient ratios set out in **Schedule C** to this Agreement apply and are important for the regulation of reasonable nursing workload and the maintenance of high quality patient care. The Parties recognise that circumstances peculiar to a hospital or a ward or unit within a hospital may result in the nurse/patient ratios set out in **Schedule C** to this Agreement becoming inappropriate or difficult to apply. In such circumstances variations to the application of the ratios set out in **Schedule C** to this Agreement may be made in accordance with **sub-clause 15.3(b)**.
- (b) The nurse/patient ratios as they apply to a particular Hospital, ward or unit may be varied by agreement between the employer, the ANF and the employees of the affected ward or unit.

## **16 STAFFING**

### **16.1 Registered Nurse Division 1 - Charge Nurse**

Subject to Part II of **Schedule C** of this Agreement:

- (a) there must be one EFT Charge Nurse appointed in each ward/unit of each campus/facility of each hospital/network; or
- (b) two or more part-time Charge Nurses may be appointed so long as one EFT of Charge Nurse hours are worked in the shared position.

### **16.2 Registered Nurse Division 1 - Associate Charge Nurses**

Subject to Part II of **Schedule C** of this Agreement:

- (a) Associate Charge Nurses (“ACNs”) are appointed to undertake in-charge functions during the off duty periods of the Charge Nurse. 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 Charge Nurse.
- (b) When the Charge Nurse is absent for in excess of five days, the relieving ACN(s) shall be paid at the minimum rate for the Charge Nurse for the entire period of relief and another Registered Nurse Division 1 who consequently acts in a higher position shall be similarly paid at the minimum rate of that higher position for the entire period of relief.
- (c) In all 24 hours a day, 7 days per week areas, there must be 5 EFT ACN shift positions available for appointment, and 4 out of the 5 of the positions must be permanently appointed.
- (d) Nothing in any of these provisions prevents ACN positions being either full-time or part-time.
- (e) The 5<sup>th</sup> EFT of ACN may be permanently appointed to, or may be utilised to provide non-appointed nurses with experience as an ACN.
- (f) Where a minimum of 4 EFT of ACNs is permanently appointed, and a Registered Nurse Division 1 other than an ACN is required to act in charge during the off duty period of a Charge Nurse (which event shall be the exception to the rule), such Registered Nurse Division 1 shall be paid at the minimum rate applicable to the ACN position which would normally be in charge on that shift.
- (g) Where due to recruitment difficulties or delays or to circumstances beyond an employer’s control less than 4 EFT of ACNs are permanently appointed and a Registered Nurse Division 1, other than an ACN, is required to act in charge during the off duty period of a Charge Nurse (which event shall be the exception to the rule) the Registered Nurse Division 1 shall be paid at the minimum rate for the Charge Nurse for the entire shift.
- (h) **Sub-clause 16.2(g)** does not apply to a Registered Nurse Division 1 who is required to act in charge in the following circumstances:
  - (i) where an ACN in whose place the Registered Nurse Division 1 acts, is on any form of leave; or
  - (ii) for a reasonable period during which a replacement ACN is sought to be employed to fill a vacancy created by the termination of employment of an ACN in whose place the Registered Nurse Division 1 acts.
- (i) In the circumstances set out in **sub-clause 16.2(h)(i)** or **(ii)** the Registered Nurse Division 1 acting in charge shall be paid at the minimum rate applicable to the ACN position which would normally be in charge of that shift.
- (j) Where an employer experiences difficulties in recruiting employees to permanent ACN positions despite having taken reasonable and practical steps to fill the position(s), the employer shall contact the ANF at the earliest opportunity. The ANF and the employer may then discuss and agree on alternative arrangements. Any agreement reached will be recorded in writing.

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

### **16.3 Registered Nurse Division 1 - Director of Nursing**

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

### **16.4 Registered Nurse Division 1 - Night Nurse in Charge/Supervisor**

- (a) A Registered Nurse Division 1 classified at Grade 5 shall be appointed to be in charge of each campus in all off duty periods of the DON.
- (b) The indicative position description is attached at **Appendix 3** to this Agreement.
- (c) Pending appointment of a Grade 5 at each campus at 1 October 2000 “acting up” payments will apply in the off duty periods of a DON.

### **16.5 Registered Nurse Division 1 – Clinical Nurse Specialist**

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

- (a) A CNS is defined as a Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and 12 months’ experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years’ post registration experience, including three years’ experience in the relevant specialist field.
- (b) Applicants must meet the above definition, be employed either full time or part time and demonstrate **one** criterion in **each** of **paragraphs 1, 2 and 3** of **Appendix 2**.
- (c) Process for application for CNS
- Each employer will arrange for quarterly applications. This information to be permanently available for nursing staff.
  - Written application to be made to the Charge Nurse.
  - Interview if required will be by Charge Nurse, ACN or Educator and one other.
  - Some health agencies (for example, where service delivery is similar across the facility) may wish to operate with an “umbrella” committee for the purpose of interviews.
  - The successful applicant will be notified in writing within 7 days. The pay office will be informed of the new classification at the same time, with implementation to occur from the next pay period.

- If the applicant is unsuccessful they are to be notified of the outcome within 7 days. An explanation will be given to the applicant as to the reasons for the decision.
- Each employer will implement an appeal process. The appeal to be lodged by the applicant within 2 weeks of receiving the rejection letter and heard by the Appeal Committee within 4 weeks. The applicant may at this stage seek advice and assistance from the ANF.
- Appeals will be directed to the DON or nominee. An independent panel will be convened, consisting of a DON or nominee, Charge Nurse, CNS or other nominee as appropriate, other than those involved in the original decision.

## 17 HOURS OF WORK

- 17.1 A day off is to accrue for all full-time employees from 1 October 2000. A full-time employee will work 152 hours per 4 week period to be worked as 19 days each of 8 hours, save for a full-time employee working night shifts which will be worked as 10 hour shifts with an accrued day off in each 5 week cycle.
- 17.2 Employers will reintroduce, where not already in place, a roster for full-time employees comprising an 8 hour day shift, 8 hour evening shift and a 10 hour night shift, plus meal breaks, from 1 October 2000. Discussions may occur locally between the ANF and the employer to consider application of this roster configuration for part-time employees.
- 17.3 The obligations as they apply to a particular employer, ward or unit under **sub-clauses 17.1 and 17.2** may be varied by agreement between the employer, the ANF 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 **sub-clause 17.2** above; or
  - (b) to allow for the continuation of current arrangements with respect to “hours of work” and “short shifts”. Current arrangements means arrangements that were in place prior to 31 August 2000.
- 17.4 If a variation to the obligations of a particular employer, ward or unit under **sub-clauses 17.1 and 17.2** is sought for a reason described in **sub-clause 17.3(a)**, the ANF will conduct a secret ballot of the affected employees. If the employees genuinely prefer an alternative roster then a written agreement between the ANF and the employer shall facilitate the outcome of that ballot.
- 17.5 Arrangements adopted in accordance with **sub-clause 17.3**:
- (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.
- 17.6 (a) For the purposes of **sub-clause 17.3(b)** a “short shift” is a shift of 6 hours duration in addition to a 30 minute meal break.

- (b) Where short shifts are currently rostered they shall not exceed 1 short shift per “am” shift and 1 short shift per “pm” shift per ward or unit, or 2 short shifts per ward or unit per day in total.
- (c) Despite the provisions of **sub-clauses 17.6(a)** and **(b)** in aged care and rehabilitation wards or units, the rostered short shifts shall be applied as follows:
  - in aged care and rehabilitation wards/units that currently roster no more than 2 short shifts – such shifts shall not exceed 2 per day per ward/unit;
  - in aged care and rehabilitation wards/units that currently roster more than 2 short shifts, then up to 3 short shifts in total can be rostered per ward/unit in any configuration over “am” and “pm” shifts.

## 18 OVERTIME

### 18.1 General

- (a) Overtime will be paid to an employee where the employee is requested or directed by the employer to perform work that is performed in addition to the full time rostered shift length for that ward or unit. Except in the case of a DON in an institution where a Deputy or Assistant Director of Nursing is also employed, the following overtime rates will be paid for all work performed, including for all recall to duty:
  - (i) All work performed by an employee in excess of full-time, ordinary hours of work prescribed for that ward or unit will be paid at the rate of time and a half for the first two hours and double time thereafter.
  - (ii) For the purposes of this clause “full time ordinary hours” is 8 hours for employees working day shift and afternoon shift and 10 hours in the case of employees rostered on night shift. Each day or shift will stand alone.
  - (iii) Despite **sub-clause 18.1(a)(ii)**:
    - (A) 12 hour shift arrangements established by the Western Hospital Sunshine Maternity A Roster Trial Agreement 1995 (W0399), the Western Hospital ICU Roster Trial Agreement 1995 (W0398) and the Peninsula Health Care Network (ICU – 12 hour shift) Agreement 1999 (P1749) continue to apply; and
    - (B) trials for 12 hour shifts which by agreement with ANF are presently being conducted in a number of Public Hospitals will continue and any agreed outcome relating to the length of shifts may be implemented in accordance with **sub-clauses 17.3, 17.4 and 17.5** of this Agreement so as to regulate full time ordinary hours for employees working day shift, afternoon shift and night shift; and
    - (C) any new trials for 12 hour shifts which by agreement with ANF are to be conducted in any Public Hospital may proceed and any agreed outcome relating to the length of shifts may be implemented in accordance with **sub-clauses 17.3, 17.4** and

**17.5** of this Agreement so as to regulate full time ordinary hours for employees working day shift, afternoon shift and night shift.

- (b) If due to organisational or institutional circumstances, difficulties arise from the requirement in **sub-clause 18.1(a)** that overtime will only be paid if the employee is requested or directed by the employer to perform overtime work, the ANF and/or the employer affected may refer the matter to the Australian Industrial Relations Commission for resolution in accordance with **sub-clause 10.1(g)** of this Agreement.
- (c) In addition to **sub-clause 18.1 (a)** , for Registered Nurse Division 2:
  - (i) any overtime worked outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty will be paid at the rate of double time; and
  - (ii) any overtime worked outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts will be paid at the rate of time and a half; and
  - (iii) any overtime worked outside a spread of twelve hours from the time of commencing work will be paid at the rate of double time.

## **18.2 Part-time Employee Hours**

A part-time employee working 38 hours or more in any week will be regarded as a full-time employee for the period so worked. The parties also acknowledge that some part-time employees who are employed for 5 shifts per week would in some cases be more properly classified as full-time employees. Consequently, the parties agree to address the issue as follows:

- (a) the ANF will provide a list of instances and details where the above practices occur; and
- (b) the ANF, the VHIA and the relevant employer will meet to attempt to resolve the issue.

## **18.3 Recall - Overtime**

- (a) An employee who is recalled to work during an off duty period where that work is not continuous with the next succeeding rostered period of duty will be paid overtime for a minimum of 3 hours pay at the appropriate overtime rate.
- (b) An employee recalled to work will not be required to work the full three hours if the work to be performed is completed in a shorter period.
- (c) **Sub-clause 18.3(b)** will not apply when overtime is continuous with completion or commencement of ordinary working time.

18.4 Subject to **sub-clause 18.6** an employee will receive pay in respect of overtime worked and an employee shall not be allowed or required to take time off in lieu thereof.

18.5 An employer may require an employee to work reasonable overtime at overtime rates and such an employee will work overtime in accordance with such a requirement.

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

- (a) When overtime work including recall work (but excluding telephone recall work) is necessary it should be arranged so that employees have at least 10 consecutive hours off duty between that work and the next successive shift.
- (b) An employee who works so much overtime or recall work (excluding telephone recall work) between the termination of her/his last previous rostered ordinary hours of duty and the commencement of her/his next succeeding rostered period of duty that she/he would not have had at least 10 consecutive hours off duty between the completion of overtime/recall and the commencement of the next rostered shifts, then subject to this clause, she/he shall be released after completion of such overtime or recall work until she/he has had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (c) If an employee is required by the employer to resume or to continue to work without having had 10 consecutive hours off duty she or he will be paid at the rate of double time until they have been released from duty for such rest period and she/he shall then be entitled to 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

**19 ONCALL/RECALL**

**19.1 On Call Allowance**

- (a) An employee may be rostered to be “on call” (that is to be available to be recalled to duty in that period of time beyond the employee’s rostered hours of duty).
- (b) An employee is entitled to 4 clear days per fortnight free of duty, including on-call/recall work.
- (c) Despite **sub-clause 19.1(b)**:
  - (i) An employee who is regularly rostered to be on-call will receive an extra 5 days’ leave per anniversary year subject to that employee:
    - (A) being rostered to be on call during weekend days or public holidays; or
    - (B) being rostered to be on call on days that the employee is not rostered for duty; and
    - (C) being rostered to be on call on a minimum of 2 days in every 4 week cycle over 12 cycles in an anniversary year.
  - (ii) An employee who is regularly rostered to be on call can accrue such leave on a pro rata basis at the rates as follows:

<b>Number of 4 week Cycles on call</b>	<b>Number of Additional days</b>
--	----------------------------------

4	1
6	2
8	3
10	4
12	5

- (iii) Within the accrual year a window period of any 3 consecutive months, determined by the employer, which excludes any leave, shall be used to calculate the number of additional days leave to which the employee is entitled. If the employee is rostered to be on call for a minimum of 2 days on either Weekend Days, Public Holidays or Rostered Days off, in each 4 week roster during each of the 3 consecutive months, the employee will be entitled to the 5 full days additional leave. An Employee rostered to be on call, who does not meet these criteria, will have her or his additional leave entitlement calculated in accordance with **sub-clause 19.1(c)(ii)** above.
- (iv) Leave, which accrues in accordance with **sub-clause 19.1(c)**, is to be taken by agreement between the employer and the employee within the operational needs of the hospital.
- (d)
  - (i) The obligations as they apply to a particular Hospital, ward or unit under **sub-clause 19.1(a) to (c)** may be varied by agreement between the employer, the ANF, and the employees of the affected ward or unit.
  - (ii) Hospital, ward or unit arrangements may be made to improve operational arrangements for both management and employees.
  - (iii) Arrangements agreed at the Hospital, ward or unit level in accordance with this clause 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.
  - (iv) Any arrangements adopted in accordance with this clause shall be recorded in writing and copies shall be provided to employees to whom the arrangements apply.
- (e) If an employer requires an employee to be on call when off duty, the employee shall be paid in addition to any other amount payable, a sum equal to 2.5 per cent:
  - (i) of the allowance rate in the case of an employee employed as a Registered Nurse Division 2; or
  - (ii) of the base rate in the case of an employee employed as a Registered Nurse Division 1,

calculated to the nearest 5 cents, portion of a cent being disregarded, per period of 12 hours or part thereof.

## 19.2 Recall – Telephone Allowance

Where recall to duty can be managed without the employee having to return to their workplace, such as by telephone, such employee will be paid a minimum of one hour's

overtime, provided that multiple recalls within a discrete hour will not attract additional payment.

## **20 ALLOWANCES**

### **20.1 Night Duty Allowance**

- (a) On and from 1 October 2000, employees will be paid an allowance as follows:
  - (i) Registered Nurse Division 1 – \$38.90 per shift;
  - (ii) Registered Nurse Division 2 or 5 – \$36.90 per shift.
- (b) On and from 1 October 2000 an employee permanently working night duty will be paid an allowance as follows:
  - (i) Registered Nurse Division 1 – \$44.90 per shift; and
  - (ii) Registered Nurse Division 2 or 5 – \$42.35 per shift.

### **20.2 Qualification Allowance – Registered Nurses Division 1/Registered Nurse Division 5**

On and from 1 October 2000, a Registered Nurse Division 1 or a Registered Nurse Division 5 will be entitled to a qualification allowance set out below, subject to the following:

- (a) a Registered Nurse Division 1 or 5 holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to **sub-clause 20.2. (b)**.
- (b) it must be demonstrated that a component (at least) is applicable to the relevant employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that employee's current area of practice an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
  - (i) the clinical or other area of work of the Registered Nurse Division 1 or 5;
  - (ii) the classification and position description of the Registered Nurse Division 1 or 5 ;
  - (iii) whether the qualification would assist the Registered Nurse Division 1 or 5 in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse Division 1 or 5 is employed.
- (c) A Registered Nurse Division 1 or 5 claiming entitlement to a qualification allowance must provide to the employer evidence of that Registered Nurse Division 1 or 5 holding the qualification for which the entitlement is claimed.
- (d) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 1 or 5 in respect of that employee's base qualification leading to registration as a Registered Nurse Division 1/Registered Nurse Division 5.

- (e) Certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (f) A Registered Nurse Division 1 or 5 who holds a Hospital Certificate or Graduate Certificate shall be paid in addition to their salary, the following amount:
  - (i) Hospital/Graduate Certificate (or equivalent) – 4.0% of base rate.
- (g) A Registered Nurse Division 1 or 5 who holds a Post-Graduate Diploma or a 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 base rate.
- (h) A Registered Nurse Division 1 or 5 who holds a Masters or Doctorate, shall be paid, in addition to their salary, the following amount:
  - (i) Masters or Doctorate – 7.5% of base rate.
- (i) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days and long service leave.
- (j) The allowance is to be paid on a pro-rata basis for non-fulltime employees.

### **20.3 Qualification Allowance – Registered Nurses Division 2**

On and from 1 October 2000, a Registered Nurse Division 2 will be entitled to a qualification allowance set out below:

- (a) a Registered Nurse Division 2 who holds a certificate or qualification (which is in addition to the minimum qualification held by the nurse for registration by the Nurses' Board of Victoria) in which it is demonstrated that a component (at least) is applicable to her/his area of practice and/or work shall be paid the following allowance:
  - (i) a certificate or qualification for a course of six months duration – 4% of the wage rate for that Registered Nurse Division 2 as per **Schedule B**;
  - (ii) a certificate or qualification for a course of twelve months duration – 7.5% of the wage rate for that Registered Nurse Division 2 as per **Schedule B**.
- (b) Provided that only one allowance is payable to each eligible Registered Nurse Division 2, being the allowance for the highest qualification held, and provided that the certificate or qualification is relevant to the work performed.
- (c) The course undertaken must result in a certificate or qualification being awarded, and not simply completion of certain subjects.
- (d) A Registered Nurse Division 2 claiming entitlements to a qualification allowance must provide the employer with evidence of that Registered Nurse Division 2 holding the qualification for which the entitlement is claimed.

- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse Division 2 in respect of that person's base qualification leading to registration as a Registered Nurse Division 2.

#### **20.4 Senior Allowance – Registered Nurse Division 2**

- (a) A Registered Nurse Division 2 who is appointed as a "Senior" will have his/her classification preceded by the word "senior" and in addition will be paid an allowance of 10% to be calculated upon the base rate payable in **Schedule B**.
- (b) Appointment of a Registered Nurse Division 2, to a classification preceded by the word "senior" will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of a Registered Nurse Division 2 employed in a similar area or area. Indicia of a net addition to work value may include the performance of additional duties or functions, the assignment of a special project or an increase emphasis on the performance of core functions already undertaken by a Registered Nurse Division 2.
- (c) A net addition to the work value of the substantive role required of a Registered Nurse Division 2 would be characterised by:
  - (i) the additional functions or duties are a regular and on-going requirement; and
  - (ii) experience in the role commensurate with this clause, coupled with on the job training where provided by the employer; and
  - (iii) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a Registered Nurse Division 2 employed in a similar area or areas; and
  - (iv) a greater level of judgement is required from the Registered Nurse Division 2 whereby the nurse is capable of making independent decisions to a degree not generally expected of a Registered Nurse Division 2 employed in a similar area or areas; and
  - (v) a higher degree of accountability is expected for work undertaken, such that the Registered Nurse Division 2 is clearly performing at a level above that of her or his peers employed in a similar area or areas with the employer's hospital.
- (d) The Senior Allowance provided for in **sub-clause 20.4(a)** would normally only apply to a Registered Nurse Division 2 who is classified at pay point 5 or above.

#### **20.5 Nauseous Work Allowance – Registered Nurse Division 2**

On and from 1 October 2000 nauseous allowances will not be payable.

#### **20.6 Uniform Allowance**

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

## 20.7 Meal Breaks

- (a) All employees are entitled to meal breaks as per the Award and are entitled to leave the ward/unit area for such breaks.
- (b) Where employees are regularly unable to take meal breaks in accordance with **sub-clause 20.7(a)** then a “crib time” arrangement should operate as per clause 39 of the Award – Hours of Work (Private Sector). Following discussion at the Workplace Implementation Committee level there should be an agreement entered into between the employer and the ANF.
- (c) Subject to arrangements contained in any local agreement entered into between the employer and the ANF in accordance with **sub-clause 20.7(b)**, any employee who is unable to take a meal break shall be paid for the meal break as time worked at the ordinary rate plus 50%.

## 21 ANNUAL LEAVE

### 21.1 Registered Nurses Division 1 – Full Time Employees

- (a) Except for a Registered Nurse Division 1 employed by a Community Health Centre all Registered Nurses Division 1 shall be granted 190 hours of annual leave with ordinary pay on completion of 12 months service with her or his employer.
- (b) Where an employee referred to above is required to work, and works, any public holiday he or she shall be entitled to an additional day’s annual leave for each such public holiday worked up to a combined maximum of 190 hours.
- (c) Should any public holiday/s occur during an employee’s period of annual leave 7 hours and 36 minutes shall be added to the period of annual leave for each such public holiday occurring.
- (d) A full-time employee employed as a Registered Nurse Division 1 who is required to work and who worked ordinary hours on week days and on weekends throughout the qualifying twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days. A full-time employee employed as a Registered Nurse Division 1 with twelve months continuous service so engaged for part of the qualifying twelve month period shall have the leave prescribed in this paragraph increased by half a day for each month during which engaged as aforesaid.
- (e) A Registered Nurse Division 1 employed by a Community Health Centre shall be granted 152 hours of annual leave with ordinary pay on completion of 12 months service with her or his employer.
- (f) For the purposes of calculating annual leave loading in clause 17.8.2(a)(i) of the Award, the excess salary amount and the amount in respect of a period of 152 hours, are as follows:

- (i) Excess Salary

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

- (ii) Amount in Lieu of Loading

Multiplying the amount in **21.1(f)(i)** of this clause by 17.5% then by 4 (weeks) respectively.

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

## **21.2 All Registered Nurses– Part Time Employees**

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

## **22 LONG SERVICE LEAVE**

22.1 An employer may approve an application by an employee to take double the period of long service leave at half pay.

22.2 The employers and the ANF agree to establish a process for the consideration of a statewide long service leave fund.

## **23 PARENTAL LEAVE**

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

23.2 An employee will be entitled to payment of six weeks' salary upon commencement of maternity leave. Previous service within the public health sector is to be regarded for the purposes of accessing the entitlement to paid maternity leave for employees with less than 12 months service with an employer.

23.3 An employee who will be the primary care giver of an adopted child is entitled to the payment of six weeks' salary from the date that the child is placed with the employee.

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

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

23.6 If requested by the employer, the employee shall provide a statement confirming or otherwise, that their medical practitioner or midwife believes that continuation in their position is not a risk to the employee or the unborn child. Such requested certificate must be provided not less than 8 weeks prior to the employees presumed date of confinement.

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

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

**24 BLOOD DONORS LEAVE**

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

**25 PUBLIC HOLIDAYS – PART TIME EMPLOYEES**

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

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

- (a) Where a public holiday occurs on a day that a part-time employee would normally work, but the employee *is not required by the employer* to work, the part-time employee is entitled to receive the public holiday benefit prescribed by the Award.
- (b) Where a public holiday occurs on a day a part-time employee *is not rostered* to work, the part-time employee’s entitlement will be determined by application of the following formula:
  - (i) average weekly hours worked by the part-time employee over the previous six months are to be determined; and
  - (ii) a pro-rata payment made, regardless of whether the employee would ever work on that day of the week:

Example for hospital based Division 1 and Division 2 employees:

Average Hours	Shift Length	Base Payment	Penalty	Payment
24 hours	x 8 hours	5.05 hours	T1.5	7.575 hrs
38 hours			(Div 2)	
			T1 (Div 1)	5.05 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.)

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

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

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

25.6 **Clause 25** of this Agreement is to be read in conjunction with **clause 9** of the attached **Appendix 5**.

## **26 PROFESSIONAL DEVELOPMENT & ASSOCIATED ENTITLEMENTS**

### **26.1 Professional Development Leave – Full-Time Employees**

- (a) From 1 January 2001, all full-time employees will be entitled to three day's paid professional development leave per year (in addition to other leave entitlements in the Award and the Agreement).
- (b) Professional development leave may be utilised for but not limited:
  - (i) to attend conferences, seminars or workshops; or
  - (ii) for research or home study.
- (c) Professional development leave shall be granted without conditions such as a requirement to report on the seminar or the conference.
- (d) An employee wishing to take professional development leave must apply in writing to the Charge Nurse at least 6 weeks' prior to the proposed leave date.
- (e) The application for professional development leave shall be approved by the Charge Nurse unless there are exceptional circumstances that justify non-approval.
- (f) The employer must notify the employee in writing if the leave is approved or not within 7 days of the request being made. If the leave is not granted the reasons will be included in the notification to the applicant.
- (g) If an application is made for the 3 days or any portion thereof but is not granted during the calendar year it shall be added to accrued leave, or taken in another manner as mutually agreed between the employer and the employee.
- (h) Otherwise than in accordance with **sub-clause 26.1(g)**, accrued professional development leave will not accumulate from year to year.

### **26.2 Study Leave – All Employees**

- (a) Except as provided for in **Appendix 5**, paid study leave will be available to all full-time and part-time employees at the employer's discretion.
- (b) 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.
- (c) A part-time employee will be entitled to paid study leave on a pro-rata basis.
- (d) An employee wishing to take study leave in accordance with **sub-clause 26.2(b)** must apply in writing to the employer as early as possible prior to the proposed leave date. The employee's request should include:
  - (i) details of the course and institution in which the employee is enrolled or proposes to enrol; and

- (ii) details of the relevance of the course to the employee's employment.
- (e) 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.
- (f) Leave pursuant to this clause does not accumulate from year to year.

### **26.3 Study/Conference/Seminar Leave – All Employees**

- (a) From 1 January 2001 all full-time and part-time employees are entitled to two days' paid study/conference/seminar leave per annum. "Days pay" will be based on the individual employee's usual shift length.
- (b) Leave pursuant to this clause does not accumulate from year to year.
- (c) Study/conference/seminar leave may be taken:
  - (i) to attend a nursing or health related conference or seminar ; or
  - (ii) for undertaking study.
- (d) An employee seeking leave in accordance with this clause can be requested to provide details of the conference/seminar name, venue and date/time. An employee is not required to report back in any way or provide in-services following conference/seminar attendance.
- (e) Where possible the leave should be requested in writing 6 weeks in advance of the proposed leave date.
- (f) The approval of leave will not be unreasonably withheld provided the leave is for a nursing or health related conference/seminar or for undertaking study.
- (g) The employer must, wherever possible, notify the employee whether leave will be granted within 7 days of the application being made.

## **27 NOTICE PERIOD**

- 27.1 An employer may terminate the employment of an employee by providing 4 weeks notice in writing.
- 27.2 The notice required by **sub-clause 27.1** will be increased by 1 week if the employee is over 45 years of age and has completed more than 2 years continuous service.
- 27.3 An employer may make payment in lieu of notice for part or all of the notice period.
- 27.4 An employee may terminate his or her employment by providing 4 weeks notice to the employer in writing.
- 27.5 **Sub-clauses 27.1 to 27.3** do not effect an employer's right to terminate an employee's employment without notice for serious misconduct.
- 27.6 **Sub-clauses 27.1 to 27.4** do not apply to an employee under a fixed term contract.

27.7 The employer shall ensure that new and existing employees are made aware of the change to the notice period and ensure that where an employee proposes to give less than four weeks notice that they are afforded an opportunity to provide the proper notice.

## **28 APPOINTMENT AND FIXED TERM EMPLOYMENT – ALL EMPLOYEES**

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

28.2 “True fixed term arrangements” include, but are not limited to, employment in graduate nurse positions, replacement of employees on maternity leave, long term WorkCover, parental leave or long service leave, employment in special projects, and post-graduate training.

28.3 Each employer shall provide each employee with a letter of appointment containing the information set out in **Appendix 1**.

28.4 The process for advertising and filling of vacancies shall be as follows:

- (a) Each ward/clinical unit shall immediately establish a nurse staffing profile based on EFT employees.
- (b) Where a vacancy arises within that nurse staffing profile, the responsible manager/nurse-in-charge will initiate action to advertise the vacant position internally and/or externally immediately after receiving notice of resignation or termination.
- (c) The employer shall advertise all ward based vacancies that arise where the vacancy relates to a position that but for the vacancy occurring would have been ongoing, as soon as practicable (ordinarily within 8 working days).

## **29 CHANGE OF ROSTER**

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

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

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

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

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

- 29.6 For the purposes of this clause, it is agreed that hospitals will not seek to override the arrangements herein, by attempting to include in an employee's contract of employment a requirement that an employee be available for extra shifts, other than as provided for in this Agreement.
- 29.7 Overtime payments are not affected by these changes. Overtime remains payable where it would otherwise apply, for example, double shifts.
- 29.8 Nothing in the above is intended to inhibit nurses swapping shifts amongst themselves, in which case no change of roster allowance is payable.

### **30 CHANGE OF SHIFT ALLOWANCE**

The change of shift allowance is payable to a Registered Nurse Division 2 is follows:

- 30.1 Where a roster for a Registered Nurse Division 2 is fixed in advance by the Employer the change of shift allowance is payable whenever an employee changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first.
- (a) Notwithstanding the provisions of **sub-clause 30.1**, the change of shift allowance is not payable where an employee chooses and works additional shifts from the supplementary roster (as defined).
  - (b) Notwithstanding the provisions of **sub-clause 30.1**, the change of shift allowance is not payable where an absence of four or more weeks of continuous approved leave intervenes between the relevant shifts.
  - (c) Notwithstanding the provisions of **sub-clause 30.1**, the change of shift allowance is not payable where one or more employees swap shifts between themselves on an ad hoc basis, and the swap(s) is approved by the employer in writing.
- 30.2 Where a ward or unit has established a self-rostering system, and an employee chooses his or her own shifts from a genuine choice of shifts, the employee will receive a fixed payment of two (2) change of shift allowances per pay period (fortnight) and **sub-clause 30.1** shall not apply.
- 30.3 A Registered Nurse Division 2 who was employed by his or her employer as at 11 June 2002, and who receives change of shift allowances per pay period (fortnight) on the basis of an historical agreement between the employer and the employee that exceeds the entitlement arising from these provisions, such employee shall be maintained at that entitlement for the duration of this Agreement.
- 30.4 Where an Employer and the majority of employees ( who are Registered Nurses Division 2) in a ward or unit genuinely desire an alternative system to that above, the Employer is to contact the relevant Union and any agreement reached will be determined in accordance with the facilitative provisions of this Agreement.

### **31 SALARY PACKAGING**

All employees covered by this Agreement will have access to salary packaging arrangements as follows:

- (a) By agreement with the employee, the current rate of pay specified in the Award (as adjusted by this Agreement), may be salary packaged in accordance with the hospital policy on salary packaging.
- (b) The employee shall compensate the hospital from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the hospital may cease the employee's salary packaging arrangements.
- (c) The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- (d) The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- (e) The 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 outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.
- (f) Superannuation contributions paid by the hospital into an approved Fund will be calculated on the Award rate for the applicable classification as varied by this Agreement.

## **32 RESOURCES AND FACILITIES**

### **32.1 Occupational Health and Safety Representatives**

- (a) In addition to other leave entitlements, Job Representatives and Occupational Health and Safety Representatives are to have reasonable time release from duty to attend to matters relating to industrial, occupational health and safety or other relevant matters such as attending Workplace Implementation Meetings, assisting with grievance procedures, attending hospital committees, etc.
- (b) Where representatives are required to attend management meetings outside of paid time they will be paid to attend.

### **32.2 Access to New Employees**

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

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

### **32.3 Access to Employees and Facilities**

- (a) The ANF is to be given access to employees.
- (b) The ANF Job Representatives and Occupational Health and Safety Representatives should be provided with access to facilities such as telephones, computers, e-mail, notice board and meeting rooms in a manner that does not adversely affect service delivery and work requirements.

### **32.4 Notice Boards**

A noticeboard for the ANF's use should be established in each ward/unit, unless otherwise agreed at the local Workplace Implementation Committee at each health facility.

### **32.5 Employee Facilities**

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

## **33 CAPABILITY TO VARY AGREEMENT**

- 33.1 Subject to the requirements of the *Workplace Relations Act 1996*, an application to vary any terms of this Agreement may be made under section 170MD of the *Workplace Relations Act 1996*.
- 33.2 Such application must be in writing and agreed to by the parties.
- 33.3 The parties agree that through the life of this Agreement this Agreement may be consolidated to include the Award .

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

**SIGNED** for and on behalf of **HEALTH** )  
**SERVICES UNION OF AUSTRALIA** by its )  
authorised officers in the presence of: )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name of Witness (print)

## SCHEDULE A – LIST OF EMPLOYERS

Alexandra District Hospital	Lyndoch Warrnambool
Alpine Health	Maldon Hospital & Community Care
Austin & Repatriation Medical Centre	Mallee Track Health & Community Service
Bairnsdale Regional Health Service	Manangatang & District Hospital
Ballarat Community Health Centre	Manningham Community Health Service
Ballarat Health Services	Mansfield District Hospital
Banyule Community Health	Maryborough District Hospital
Barwon Health	McIvor Health & Community Services
Bayside Health	Melbourne Health
Beaufort & Skipton	Mercy Health and Aged Care
Beechworth Health Service	Mildura Base Hospital
Bellarine Community Health Centre	Moreland Community Health Centre
Benalla & District Memorial Hospital	Moyne Health Services
Bendigo Healthcare Group Inc	Mt Alexander Hospital
Bentleigh Bayside Community Health	North Richmond Community Health Centre
Bethlehem Health Care	Northern Health
Boort District Hospital	Nowa Nowa Community Health Centre
Casterton Memorial Hospital	Numurkah & District Health Service
Castlemaine District Community Health Centre	Omeo District Hospital
Central Bayside Community Health	Otway Health & Community Services
Central Gippsland Health Service	Peninsula Health
Cobaw Community Health Service	Peter MacCallum Cancer Institute
Cobram District Hospital	Portland & District Hospital
Cohuna District Hospital	Queen Elizabeth Centre
Colac Community Health Service	Ranges Community Health Service
Coleraine & District Hospital	Red Cliffs Community & Aged Care

Community Health Bendigo	Red Cross Blood Bank
Darebin Health Service	Robinvale District Hospital & Health Service
Dental Health Services	Royal District Nursing Service
Dianella Community Health Incorporated	Royal Victorian Eye & Ear Hospital
Djerriwarrh Health Service	Rural NorthWest Health
Doutta Galla Community Health Service	San Remo & District Community Health Centre
East Grampians	Seymour District Memorial Hospital
East Wimmera Health Service	South East Palliative Care Service Inc
Eastern Access Community Health	South West Healthcare
Eastern Health	Southern Health
Echuca Regional Health	St Vincent's Health
Edenhope & District Memorial Hospital	Stawell Regional Health
Eltham Community Health Centre	Sunraysia Community Health Service
Ensay Community Health	Swan Hill District Hospital
Gippsland Southern Health Service	Tallangatta Health Service
Glenview Community Health	Terang & Mortlake Health Service
Goulburn Valley Community Health Service	Timboon & District Healthcare Service
Goulburn Valley Health	Tweddle Child & Family Health Service
Grampians Community Health Centre	Upper Murray Health & Community Service
Hepburn Health Service Inc	Wangaratta District Base Hospital
Hesse Rural Health Service	West Gippsland Health Care Group
Heywood Rural Health	West Wimmera Health Service
Inglewood & District Health Service	Western District Health Service
ISIS Primary Care Inc	Western Health
Kerang District Health	Western Region Health Centre
Kilmore & District Hospital	Whitehorse Community Health Centre
Knox Community Health Centre	Wimmera Health Care Group

Koo Wee Rup Regional Health Service

Wodonga Regional Health

Kyabram & District Memorial Community Women's & Children's Health  
Hospital

Kyneton District Health Service

Wonthaggi & District Hospital

Lakes Entrance Community Health Centra

Yarram & District Health Service

Latrobe Community Health Service

Yarrawonga District Health

Latrobe Regional Hospital

Lyndoch Warrnambool

**SCHEDULE B – CLASSIFICATIONS AND SALARY INCREASES**

**A. SALARIES – REGISTERED NURSES DIVISIONS 1, 2 AND 5**

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

**SALARY PER WEEK**

**REGISTERED NURSES DIVISION 1**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
<b>Registered Nurse Grade 1</b>				
	\$618.20	\$636.70	\$655.80	\$675.50
<b>Registered Nurse Grade 2</b>				
Year 1	\$636.90	\$656.00	\$675.70	\$696.00
Year 2 ( <b>Base Rate</b> )	\$670.50	\$690.60	\$711.30	\$732.60
Year 3	\$704.30	\$725.40	\$747.01	\$769.60
Year 4	\$739.80	\$762.00	\$784.90	\$808.40
Year 5	\$775.60	\$798.90	\$822.90	\$847.60
Year 6	\$811.20	\$835.50	\$860.60	\$886.40
Year 7	\$831.20	\$856.10	\$881.80	\$908.30
Year 8	\$851.20	\$876.70	\$903.00	\$930.10
<b>Clinical Nurse Specialist</b>	\$886.00	\$912.00	\$940.00	\$968.20
<b>Registered Nurse Grade 3A</b>				
Year 1	\$896.50	\$923.40	\$951.10	\$979.60
Year 2	\$910.90	\$938.20	\$966.30	\$995.30
<b>Registered Nurse Grade 3B</b>				
Year 1	\$932.20	\$960.20	\$989.00	\$1,018.70
Year 2	\$953.50	\$982.10	\$1,011.60	\$1,041.90

**REGISTERED NURSES DIVISION 1**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
<b>Registered Nurse Grade 4A</b>				
Year 1	\$980.70	\$1,010.10	\$1,040.40	\$1,071.60
Year 1 (Charge Nurse)	\$1,005.00	\$1,035.20	\$1,066.30	\$1,098.30
Year 2	\$1,007.60	\$1,037.80	\$1,068.90	\$1,101.00
Year 2 (Charge Nurse)	\$1,032.80	\$1,063.80	\$1,095.70	\$1,128.60
<b>Registered Nurse Grade 4B</b>				
Year 1	\$1,031.80	\$1,062.80	\$1,094.70	\$1,127.50
Year 1 (Charge Nurse)	\$1,057.70	\$1,089.40	\$1,122.10	\$1,155.80
Year 2	\$1,059.00	\$1,090.80	\$1,123.50	\$1,157.20
Year 2 (Charge Nurse)	\$1,085.50	\$1,118.10	\$1,151.60	\$1,186.10
<b>Registered Nurse Grade 5</b>				
13-50 beds	\$1,059.00	\$1,090.80	\$1,123.50	\$1,157.20
51-200 beds	\$1,080.40	\$1,112.80	\$1,146.20	\$1,180.60
201-400 beds	\$1,123.10	\$1,156.80	\$1,191.50	\$1,227.20
401-600 beds	\$1,165.80	\$1,200.80	\$1,236.80	\$1,273.90
601 and over beds	\$1,208.60	\$1,244.90	\$1,282.20	\$1,320.70
<b>Registered Nurse Grade 6</b>				
51-100 beds	\$1,080.40	\$1,112.80	\$1,146.20	\$1,180.60
101-200 beds	\$1,123.10	\$1,156.80	\$1,191.50	\$1,227.20
201-300 beds	\$1,165.80	\$1,200.80	\$1,236.80	\$1,273.90
301-400 beds	\$1,208.60	\$1,244.90	\$1,282.20	\$1,320.70
401-500 beds	\$1,265.70	\$1,303.70	\$1,342.80	\$1,383.10
501-700 beds	\$1,319.90	\$1,359.50	\$1,400.30	\$1,442.30
701 and over beds	\$1,391.40	\$1,433.10	\$1,476.10	\$1,520.40
<b>Registered Nurse Grade 7</b>				

**REGISTERED NURSES DIVISION 1**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
Less than 13 beds	\$1,080.40	\$1,112.80	\$1,146.20	\$1,180.60
13-24 beds	\$1,123.10	\$1,156.80	\$1,191.50	\$1,227.20
25-50 beds	\$1,165.80	\$1,200.80	\$1,236.80	\$1,273.90.
51-100 beds	\$1,208.60	\$1,244.90	\$1,282.20	\$1,320.70
101-200 beds	\$1,265.70	\$1,303.70	\$1,342.80	\$1,383.10
201-300 beds	\$1,319.90	\$1,359.50	\$1,400.30	\$1,442.30
301-400 beds	\$1,391.40	\$1,433.10	\$1,476.10	\$1,520.40
401-500 beds	\$1,462.40	\$1,506.30	\$1,551.50	\$1,598.00
501-600 beds	\$1,533.80	\$1,579.80	\$1,627.80	\$1,676.00
601-700 beds	\$1,619.30	\$1,667.90	\$1,717.90	\$1,769.40
701 and over beds	\$1,709.20	\$1,760.50	\$1,813.30	\$1,867.70

**REGISTERED NURSES DIVISION 2**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
<b>Registered Nurse Division 2 Pay Points</b>				
Year 1 ( <b>Allowance Rate</b> )	577.40	594.70	612.50	630.90
Year 2	588.90	606.60	624.80	643.50
Year 3	600.40	618.40	637.00	656.10
Year 4	613.50	631.90	650.90	670.40
Year 5	625.70	644.50	663.80	683.70
Year 6	637.70	656.80	676.50	696.80
Year 7	649.70	669.20	689.30	710.00

**REGISTERED NURSES DIVISION FIVE**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
<b>Group A</b>				
During 1st year of experience	\$547.60	\$564.00	\$580.90	\$598.00
During 2nd year of experience	\$557.10	\$573.80	\$591.00	\$608.70
During 3rd year of experience	\$566.20	\$583.20	\$600.70	\$618.70
During 4th year of experience	\$575.60	\$592.90	\$610.70	\$629.00
During 5th year of experience	\$584.90	\$602.40	\$620.50	\$639.10
During 6th year of experience	\$589.50	\$607.20	\$625.40	\$644.20
During 7th year of experience	\$601.50	\$619.50	\$638.10	\$657.20
Thereafter	\$613.50	\$631.90	\$650.90	\$670.40

**Group B**

During 1st year of experience	\$575.60	\$592.90	\$610.70	\$629.00
During 2nd year of experience	\$584.90	\$602.40	\$620.50	\$639.10
During 3rd year of experience	\$589.50	\$607.20	\$625.40	\$644.20
During 4th year of experience	\$603.50	\$621.60	\$640.20	\$659.40
During 5th year of experience	\$616.40	\$634.90	\$653.90	\$673.50
During 6th year of experience	\$628.80	\$647.70	\$667.10	\$687.10
During 7th year of experience	\$640.80	\$660.00	\$679.80	\$700.20
Thereafter	\$652.80	\$672.40	\$692.60	\$713.40

**Group C**

During 1st year of experience	\$589.50	\$607.20	\$625.40	\$644.20
During 2nd year of experience	\$603.50	\$621.60	\$640.20	\$659.40
During 3rd year of experience	\$616.40	\$634.90	\$653.90	\$673.50

**REGISTERED NURSES DIVISION FIVE**

	<b>1 October 2000</b>	<b>1 March 2001</b>	<b>1 March 2002</b>	<b>1 March 2003</b>
During 4th year of experience	\$628.80	\$647.70	\$667.10	\$687.10
During 5th year of experience	\$640.80	\$660.00	\$679.80	\$700.20
Thereafter	\$652.80	\$672.40	\$692.60	\$713.40

**Group D**

During 1st year of experience	\$603.50	\$621.60	\$640.20	\$659.40
During 2nd year of experience	\$616.40	\$634.90	\$653.90	\$673.50
During 3rd year of experience	\$628.80	\$647.70	\$667.10	\$687.10
During 4th year of experience	\$640.80	\$660.00	\$679.80	\$700.20
Thereafter	\$652.80	\$672.40	\$692.60	\$713.40

**B. SALARY INCREASES FOR ALL NURSES**

1 October 2000	3.5%
1 March 2001	3%
1 March 2002	3%
1 March 2003	3%

The first three increases will have retrospective operation. All increases to salaries and allowances have been incorporated into the salary and wage schedule above.

**C. ADDITIONAL AUTOMATIC INCREMENTS**

From 1 October 2000 the following additional automatic increments shall apply. These have been incorporated into the salary and wage schedule above:

Registered Nurse Division 1, Grade 2 Year 7	\$20 per week
Registered Nurse Division 1, Grade 2 Year 8	\$20 per week
Registered Nurse Division 2, Pay Point 6	\$12 per week
Registered Nurse Division 2, Pay Point 7	\$12 per week
Registered Nurse Division 5, Group A, 7 <sup>th</sup> year of experience	\$12 per week
Registered Nurse Division 5, Group A, thereafter	\$12 per week
Registered Nurse Division 5, Group B, 7 <sup>th</sup> year of experience	\$12 per week
Registered Nurse Division 5, Group B, thereafter	\$12 per week
Registered Nurse Division 5, Group C, 5 <sup>th</sup> year of experience	\$12 per week
Registered Nurse Division 5, Group C, thereafter	\$12 per week
Registered Nurse Division 5, Group D, 4 <sup>th</sup> year of experience	\$12 per week
Registered Nurse Division 5, Group D thereafter	\$12 per week

**D. ALLOWANCES**

	<b>01/03/01</b>	<b>01/03/02</b>	<b>01/03/03</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>

		01/03/01	01/03/02	01/03/03
		\$	\$	\$
<b>REGISTERED NURSES DIVISION 1</b>				
Shift Allowance	Morning shift	15.90	16.40	16.90
	Afternoon shift	15.90	16.40	16.90
	Night shift	40.10	41.30	42.54
	Permanent shift	46.20	47.60	49.02
On Call Allowance		17.30	17.80	18.33
Change of Roster Allowance		17.30	17.80	18.33
Hospital/Grad Certificate		27.60	28.50	29.35
Post Grad Diploma or Degree		44.90	46.20	47.58
Masters/PhD		51.90	53.40	55.00
Uniform Allowance		1.03	1.06	1.09
		5.08	5.23	5.38
Laundry Allowance		0.27	0.28	0.29
		1.32	1.36	1.40
Vehicle Allowance	Motor Cars			
	(35 PMU & over)	71.52	73.67	75.88
	(Under 35 PMU)	58.90	60.67	62.49
	Motor Cycles			
	(250cc & over)	34.44	35.47	36.53
	(under 250cc)	25.84	26.62	27.41
	Bicycles	8.55	8.81	9.07
Meal Allowance (during overtime)	After 1 hour of shift	7.60	7.83	8.06
	After 4 hours of shift	6.08	6.26	6.44
	5 hours on a Sat or RDO	7.60	7.83	8.06
	9 hours on a Sat or RDO	6.08	6.26	6.44
<b>REGISTERED NURSES DIVISION 2</b>				
Shift Allowance	Morning shift	14.85	15.30	15.75
	Afternoon shift	14.85	15.30	15.75
	Night shift	38.00	39.15	40.32
	Permanent night	43.60	44.90	46.24
	Change of shift	23.80	24.50	25.23
On Call Allowance		14.85	15.30	15.75
Change of Roster Allowance		14.85	15.30	15.75
Senior Allowance	Pay Point 1	59.45	61.25	63.08
	Pay Point 2	60.65	62.50	64.37
	Pay Point 3	61.85	63.70	65.61
	Pay Point 4	63.20	65.10	67.05

		01/03/01	01/03/02	01/03/03
		\$	\$	\$
	Pay Point 5	64.45	66.40	68.39
	Pay Point 6	65.70	67.65	69.67
	Pay Point 7	66.90	68.95	71.00
Certificate Allowance	6 month course - PP 1	23.80	24.50	25.23
	6 month course - PP 2	24.25	25.00	25.75
	6 month course - PP 3	24.75	25.50	26.26
	6 month course - PP4	25.30	26.05	26.83
	6 month course - PP5	25.80	26.55	27.34
	6 month course - PP 6	26.25	27.05	27.86
	6 month course - PP 7	26.75	27.55	28.37
	12 month course - PP 1	44.60	45.95	47.32
	12 month course - PP 2	45.50	46.85	48.25
	12 month course - PP 3	46.40	47.80	49.23
	12 month course - PP 4	47.40	48.80	50.26
	12 month course - PP 5	48.35	49.80	51.29
	12 month course - PP 6	49.25	50.75	52.27
	12 month course - PP 7	50.20	51.70	53.25
Uniform Allowance		1.08	1.11	1.14
		5.44	5.60	5.76
Laundry Allowance		0.27	0.28	0.29
		1.33	1.37	1.41
Vehicle Allowance	Motor Cars			
	(35 PMU & over)	71.86	74.02	76.24
	(under 35 PMU)	59.24	61.02	62.85
	Motor Cycles			
	(250cc & over)	34.67	35.71	36.78
	(under 250cc)	25.95	26.73	27.53
	Bicycles	8.65	8.91	9.17
Meal Allowance (during overtime)	After 1 hour of shift	8.03	8.27	8.51
	After 4 hours of shift	6.44	6.63	6.82
	5 hours on a Sat or RDO	8.03	8.27	8.51
	9 hours on a Sat or RDO	6.44	6.63	6.82
Red Cross Mobile Unit Allowance	(Day)	1.46	1.50	1.54
	(Week)	7.37	7.59	7.81
<b>REGISTERED NURSES DIVISION 5</b>				

		01/03/01	01/03/02	01/03/03
		\$	\$	\$
Shift Allowance	Morning Shift	14.10	14.50	14.93
	Afternoon Shift	14.10	14.50	14.93
	Night Shift	38.00	39.10	40.27
	Permanent Night Shift	43.60	44.90	46.24
On Call Allowance		6.23	6.42	6.61
Uniform Allowance		1.16	1.19	1.22
		4.76	4.90	5.04
Laundry Allowance		0.24	0.25	0.26
		0.96	0.99	1.01
Vehicle Allowance	Motor Cars (17hp & over)	35.00	36.05	37.13
	(under 17hp)	26.72	27.52	28.34
	Motor Cycles	11.12	11.45	11.79
Meal Allowance (during overtime)	After 1 hour of shift	6.99	7.20	7.41
	After 4 hours of shift	5.61	5.78	5.95
	5 hours on a Sat or RDO	6.99	7.20	7.41
	9 hours on a Sat or RDO	5.61	5.78	5.95

## E. CLASSIFICATIONS

### REGISTERED NURSES DIVISION 1

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

**Clinical Consultant** – a Registered Nurse Division 1 who is appointed as such to provide a clinical resource, clinical advisory/developmental role on a full-time dedicated basis (ie. performs only consultancy work on the relevant shifts) and undertakes related projects and research and development activities to meet specified clinical nursing needs in a clinical discipline.

**Clinical Consultant A** – a Registered Nurse Division 1 appointed as such who as a member of a specialist team fulfils the clinical consultant role in their first and second years of experience.

**Clinical Consultant B** – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role as a Clinical Consultant A in her or his third and subsequent years of experience as a Clinical Consultant.

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

- (a) is the sole Registered Nurse Division 1 in the specialty; or
- (b) is in charge of a specialty team; or
- (c) is a clinical consultant who takes referrals from, or delivers the consultancy outside more than one campus/worksite/centre of the Health Service

The term “**sole Registered Nurses Division 1**” means a clinical consultant at a particular site or campus, whether full time or part time who is the only nurse consultant in that clinical specialty at that site or campus. Similarly, where two or more nurses are employed in that clinical specialty at a combined EFT of one or less, but predominantly work different days or job share, the sole classification would apply.

**Clinical Consultant D** – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role and who in addition principally consults on a multi Health Service or Statewide basis.

**Clinical Consultant E** – a Registered Nurse Division 1 appointed as such who fulfils the clinical consultant role on an interstate or national basis.

**Community Health Nurse (Sole)** – a Registered Nurse Division 1 who is the only community health nurse appointed as such at a particular site, whether employed on a full-time or part-time basis. This classification also applies where 2 or more community health nurses are employed but predominantly work different days or job share.

**Clinical Nurse Specialist** –

- (a) A Registered Nurse Division 1 appointed to the grade with either specific post basic qualifications and twelve months’ experience working in the clinical area of her/his specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four year’s post registration experience, including three years’ experiences in the relevant specialist field; or
- (b) A registered Nurse Division 1 who meets the criteria set out at **Appendix 2**.

## F. CLASSIFICATIONS IN GRADES

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

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

### **Grade 3A**

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

### **Grade 3B**

A Registered Nurse Division 1 appointed as an **Associate Charge Nurse** in a major hospital and paid as such.

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

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

#### **Grade 4A**

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

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

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

#### **Grade 4B**

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

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

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

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

#### **Grade 5**

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

#### **Grade 6**

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

#### **Grade 7**

A Registered Nurse Division appointed as a **Clinical Consultant E** and paid as such. The rate of pay for this classification shall be the Grade 7 (401-500 beds).

#### **Savings Clause**

A Registered Nurse Division 1 appointed as a Clinical Consultant who at the date of certification of this Agreement is classified at a higher grade or sub-grade than that which applies to that Clinical Consultant under this Agreement will be maintained at the higher grade or sub-grade for the shorter of the period comprising:

- (a) the duration of the Agreement; or
- (b) the duration of that person's employment with the employer.

## SCHEDULE C – NURSE/PATIENT RATIOS

### PART IA - NURSE/PATIENT RATIOS

			<u>Nurse-Patient Ratio</u>
General Medical / Surgical Wards	Level 1	AM	1:4 + I/C
	Level 1	PM	1:4 + I/C
	Level 1	ND	1:8
	Level 2	AM	1:4 + I/C
	Level 2	PM	1:5 + I/C
	Level 2	ND	1:8
	Level 3	AM	1:5 + I/C
	Level 3	PM	1:6 + I/C
	Level 3	ND	1:10
	Level 3A	AM	1:6 + I/C
	Level 3A	PM	1:6 + I/C
	Level 3A	ND	1:10
Ante/Postnatal	All Levels	AM	1:5 + I/C
		PM	1:6+ I/C
		ND*	1:8

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

Other Hospitals (not referred to in page 2 of this Annexure) and

Aged Care	Acute Wards	AM	1:6 + I/C *
		PM	1:7 + I/C *
		ND	1:10
	Aged Wards	AM	1:7 + I/C*
		PM	1:8 + I/C*
		ND	1:15

\*refer to Aged Care and Other Hospitals ratio

#### **Level 1 (4+4)**

Alfred  
Austin & Repat Medical Centres  
Monash  
Royal Melbourne  
St Vincent's  
Royal Children's  
Box Hill  
Frankston  
Geelong

Northern  
Dandenong  
Western (Footscray)  
Peter MacCallum

**Level 2 (4+5)**

Mercy Hospital for Women  
Royal Women's Hospital  
Maroondah  
Ballarat  
Bendigo  
Goulburn Valley  
Latrobe  
Sunshine  
Werribee Mercy  
Wangaratta  
Mildura

**Level 3 (5+6)**

Angliss  
Bairnsdale  
Echuca  
Gippsland Base (Sale)  
Hamilton  
Monash (Moorabbin)  
Rosebud  
Eye & Ear  
Sandringham  
Swan Hill  
Warragul  
Warrnambool  
Williamstown  
Wimmera  
Wodonga

**Level 3A (6+6)**

Mt Alexander (acute)  
Portland

**PART IB - INTERPRETATION**

**1 General Medical/Surgical Wards**

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

information applies with respect to all ratios set out in **Schedule C** within wards and level 2 nurseries.

- (b) The methodology used to apply the nurse/patient ratio needs to be consistent with the principle of ensuring that the number of nurses available is commensurate with the number of patients requiring care. Average occupancy may not reflect variations in patient numbers and therefore may not match staff to periods of peak demand.
- (c) Consequently, the nurse/patient ratio should be calculated on actual patient numbers in a given ward or unit. If a hospital has a particular ward of 30 beds and only 26 beds are generally occupied, the four “unused” beds may only be used when additional staff are available to meet the ratio requirements.
- (d) While the nurse/patient ratio set out in **Schedule C** will apply to the number of beds that are generally occupied, any occupancy of additional beds is subject to:
  - (i) additional beds being available; and
  - (ii) nurses being rostered to the level required to meet the nurse/patient ratio for the duration of the occupancy of additional beds.

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

- (e) Where demand requires fewer beds, staffing may be adjusted down or redeployed prior the commencement of shifts, subject to compliance with relevant provisions in awards, certified agreements or an individual’s employment contract.
- (f) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of more than 0.5%, rounding up shall be required.
- (g) Where the application of the nurse/patient ratio results in a number of nurses, plus an additional requirement of 0.5% or less rounding down shall be regarded as being in compliance with the ratio.
- (h) Where the application of the nurses ratio results in a number of nurses, plus an additional requirement of 0.5%, prima facie rounding down shall occur. This is subject to the following safeguards:
  - (i) patient care is not to be compromised;
  - (ii) if the number of patients outside the nurse/patient ratio exceeds 50% of the requirement to appoint an additional nurse, a further nurse must be appointed.

Alternatively, where the number of patients outside the nurse/patient ratio is 50% or less, and where patient care would not be compromised, agreement would be reached to appoint for example, 6 nurses rather than 7.

Such decisions may be made by the Agreement Implementation Committee.

- (iii) On night duty shifts, and in aged care wards, it may be appropriate to appoint a floater to make up the part nurse/patient ratio.
- (iv) Where appropriate, the ratios in the Hospitals listed below may be reached with a mix of Divisions 1 and 2 Registered Nurses.

Alexandra District Hospital	Dunmunkle Health Services –
Alpine Health – Bright, Mt Beauty, Myrtleford	Rupanyup
Angliss Health Service	Dunolly Hospital
Ararat Hospital	Echuca Hospital
Bairnsdale Hospital	Edenhope & District Memorial Hospital
Beaufort & Skipton Health Service	Far East Gippsland Health & Support Service, Orbost
Beechworth Hospital	MPS
Benalla & District Memorial Hospital	Gippsland Base Hospital – Sale
Bethlehem Hospital	Gippsland Southern Health Service, Korumburra, Leongatha
Birchip Hospital	Hamilton Hospital
Boort District Hospital	Hesse Rural Health Service
Caritas Cristi Hospice	Heyfield Hospital
Casterton Memorial Hospital	Heywood & District Memorial Hospital
Caulfield Hospital	Hopetoun Hospital
Charlton Hospital	Inglewood & District Health Service
Cobram District Hospital	Jeparit Hospital
Cohuna & District Hospital	Kaniva Hospital
Colac Community Health Service	Kerang & District Hospital
Coleraine District Hospital & Aged Care	Kilmore & District Hospital
Corangamite Regional Hospital Services	Koo-wee-rup Regional Health Service
Creswick Hospital	Koroit & District Memorial Health Services
Daylesford Hospital	Kyabram & District Memorial Comm. Hospital
Djerriwarrh Health Service	Kyneton Hospital
Donald District Hospital	

Lorne Community  
Hospital  
Maffra Hospital  
Maldon Hospital &  
Community Care  
Mallee Track  
Health &  
Community Service  
Manangatang &  
District Hospital  
Mansfield District  
Hospital  
Maryborough  
Hospital  
McIvor Health &  
Community  
Services  
Monash Medical  
Centre –  
Moorabbin  
Moyne Health  
Services  
Mt. Alexander  
Hospital  
Nathalia District  
Hospital  
Natimuk Hospital  
Nhill Hospital  
Numurkah &  
District Health  
Services  
Omeo District  
Hospital  
Otway Health &  
Community  
Services  
Penshurst &  
District Memorial  
Hospital  
Peter James Centre  
Portland & District  
Hospital  
Queen Elizabeth  
Centre – Noble  
Park  
Rainbow Hospital  
Robinvale District  
Health Services  
Rochester &  
Elmore District  
Health Service

Rosebud Hospital  
Royal Victorian  
Eye & Ear Hospital  
Sandringham  
Hospital  
Seymour District  
Memorial Hospital  
South Gippsland  
Hospital  
Southern Health  
Community Health  
Service  
St Arnaud Hospital  
Stawell District  
Hospital  
Sunshine Hospital  
Swan Hill District  
Hospital  
Swan Hill District  
Hospital  
Tallangatta  
Hospital  
Tatura Hospital  
Terang & Mortlake  
Health Service  
Timboon & District  
Healthcare Service  
Upper Murray  
Health & Comm.  
Services  
Waranga Memorial  
Hospital  
Warracknabeal  
Hospital  
Warragul Hospital  
Warrnambool Base  
Hospital  
Williamstown  
Hospital  
Wimmera Health  
Care Service  
(Dimboola)  
Wimmera Hospital  
Wodonga Hospital  
Wonthaggi &  
District Hospital  
Wycheproof  
Hospital  
Yarra Ranges  
Health Service

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

## **2 Ante Natal/Post Natal**

- (a) Where hospitals have introduced different models of care such as Box Hill, Werribee and Sunshine Hospitals, agreements on staffing will be developed and agreed between hospital management and the ANF.
- (b) Where a prior agreement was reached independently of the Recommended Nurse/Patient Ratios in Print S9958, it shall continue as indicative of staffing needs.
- (c) Where a prior agreement was reached in the context of giving effect to the Recommended Nurse/Patient Ratios in Print S9958, the parties must renegotiate the local arrangement. The outcomes of the renegotiated local agreement must be based on the nurse/patient ratios contained in **Schedule C** to this Agreement.

## **3 Aged Care**

Nurse/Patient ratio applicable to aged care relate to the number of aged care patients, not the number of patients in a ward, unit or department.

**PART II - OTHER HOSPITALS (NOT REFERRED TO IN PAGE 2 OF THIS ANNEXURE)  
AND AGED CARE RATIOS**

	<i>Acute</i>	<i>Aged Care</i>
<b>AM</b>	1:6 + In Charge	1:7 + In Charge
<b>PM</b>	1:7 + In Charge	1:8 + In Charge
<b>N/D</b>	1:10	1:15

**1 GENERAL**

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

**2 IN CHARGE POSITIONS**

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

‘In Charge’ staffing will be maintained as at August 23<sup>rd</sup> 2001 subject to a joint review of facilities with the possibility that excessive In Charge Nurse positions may be reduced from such a review. Included in any review considerations regarding clinical incompatibility of units and geography will be taken into account.

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

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

**3 SUPERNUMERARY GRADE 5**

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

In a facility of 2 wards or one ward and nursing home there would be a Grade 5 and a Grade 3 – Grade 5 not supernumerary.

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

## **PART III - DELIVERY SUITES LEVELS 1, 2 AND 3**

### **1 2 MIDWIVES TO 3 DELIVERY SUITES ON EACH SHIFT**

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

In hospitals with less than 2 births per day, rosters should ensure that where possible, two midwives are rostered on in the hospital. If this is not possible, one may be on-call.

If other parts of the hospital are not busy, midwives may be relocated to work in delivery suites.

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

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

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

### **2 NICU**

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

**1:2 and In Charge on all shifts**

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

**(a) Where more than 10 cots 1:3 on all shifts**

**(b) Where 10 cots or less 1:4 on all shifts**

The general "rounding" principles as set out in Part IB of this **Annexure C**, shall apply, provided that 2 nurses shall be required in respect of 6 cots.

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

- **16 COTS = 5 nurses**

#### **4 LEVEL 1 NURSERIES**

Given the ratios in acute and postnatal wards these babies will be cared for by ward staff.

## PART IV - ACCIDENT AND EMERGENCY

### 1 GROUP 1

AUSTIN & REPATRIATION MEDICAL CENTRE  
ALFRED HOSPITAL  
MONASH MEDICAL CENTRE  
ROYAL MELBOURNE HOSPITAL  
ST. VINCENT'S HOSPITAL  
ROYAL CHILDRENS HOSPITAL  
BOX HILL HOSPITAL  
FRANKSTON HOSPITAL  
GEELONG HOSPITAL  
NORTHERN HOSPITAL  
DANDENONG HOSPITAL  
WESTERN HOSPITAL (FOOTSCRAY)  
BALLARAT HOSPITAL  
BENDIGO HOSPITAL  
GOULBURN VALLEY HOSPITAL  
LATROBE HOSPITAL  
MAROONDAH HOSPITAL  
WERRIBEE MERCY HOSPITAL  
THE ANGLISS HOSPITAL

Ratios:            **AM**        **1:3 + In-Charge + Triage**  
                      **PM**        **1:3 + In-Charge + Triage**  
                      **ND**        **1:3 + In-Charge + Triage**

The following night duty presentations formula applies only to Group 1 Accident and Emergency Departments. Group 1 staffing levels are adjusted for presentations and cubicle occupancy for the immediate preceding twelve month period. Group 1 staffing levels are **not** to be simply based on the number of cubicles.

The number of cubicles used for determining night duty staffing ratios is reduced in proportion to the average number of presentations at night compared with the day shifts. For example, Hospital A has an average of 13,000 presentations per daytime shift and 7,000 at night. It has 40 cubicles available. Base staffing ratios are determined as follows:

1. Determine proportion of night to day presentations ( $7,000/13,000 = 0.54$ )
2. Calculate a cubicle equivalent:  $40 \text{ cubicles} \times 0.54 = 21.6$
3. Base staff required using 1:3 + In-Charge + Triage ratios =  $(21.6/3) + 2 = 9.2 \text{ EFT}$
4. Because lower activity does not always correspond with reduced cubicle occupancy, adjustments of up to 50% of the gap between actual cubicles and "cubicle equivalents" is allowed by local agreement.
5. To calculate the 50% gap add "cubicle equivalents" (21.6) to 50% of the gap (9.2 cubicles) = 30.8 equivalent occupied cubicles

$$\text{Gap} = 40 - 21.6 = 18.4$$

$$50\% \text{ of gap} = 18.4/2 = 9.2$$

6. Maximum staffing using 1:3 + In-Charge + Triage ratio is  $(30.8/3) + 2 = 12.3$  EFT

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

Funding issues as between hospitals and the Department of Human Services arising from data or the year upon which funding was allocated, and the ratio requirement based on data for the immediate preceding 12 month period and other issues arising from variations in activity levels, are a matter for resolution between the hospitals and the Department of Human Services. The resolution of funding issues between the hospital and the Department of Human Services will not affect the staffing obligations arising from the Heads of Agreement.

Where there is a seasonal fluctuation, a hospital may staff at the level of a Group 3 category hospital for part of the year, and as a Group 2 category hospital for part of the year, depending on the number of presentations.

## **2 GROUP 2**

Accident and Emergency Departments not in Group 1 with over 5000 presentations per annum.

<b>AM</b>	<b>1:3 plus In Charge</b>
<b>PM</b>	<b>1:3 plus In Charge</b>
<b>ND</b>	<b>1:3 Plus in Charge</b>

Where these units have previously had a triage nurse these positions remain.

Group 2 staffing requirements reflecting presentations and cubicle/trolley occupancy or average patient numbers relate to “per shift”, and are based on data for the immediate proceeding 12 month history of presentations.

## **3 GROUP 3**

Less than 5000 presentations per annum.

When meeting the ratios in these hospitals there should be a minimum of 2 Division 1 Registered Nurses plus 1 “floater” (Division 1 or Division 2) per shift as staffing for the facility including Accident and Emergency.

In respect of 1 and 2 wards Group 3 Accident and Emergency Departments, the “floater” need not be a Supernumerary, provided that a Division 1 nurse is available to assess patients in Accident and Emergency, and there remains a Division 1 nurse in each ward.

There are no dedicated staff rostered in Accident and Emergency Departments.

**4 DESIGNATED CORONARY CARE UNIT**

AM 1:2 plus in-charge  
PM 1:2 plus in-charge  
ND 1:3

**5 HIGH DEPENDENCY UNIT (STAND ALONE UNITS) IN LEVEL 1 HOSPITALS**

AM 1:2 plus in-charge  
PM 1:2 plus in-charge  
ND 1:2

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

**6 HIGH DEPENDENCY UNIT - CENTRAL GIPPSLAND, WEST GIPPSLAND, WIMMERA, WARRNAMBOOL**

**(for review Hamilton & Wodonga)**

AM 1:2 plus in-charge  
PM 1:2  
ND 1:2

**7 HIGH DEPENDENCY UNIT – ANGLISS, BAIRNESDALE, ECHUCA & PORTLAND**

AM 1:3  
PM 1:3  
ND 1:3

**8 HIGH DEPENDENCY UNIT – PART OF GENERAL WARD - SWAN HILL, WILLIAMSTOWN**

AM 1:4

PM 1:4

ND 1:4

**9 PALLATIVE CARE**

AM 1:4 plus in-charge

PM 1:5 plus in-charge

ND 1:8

## **PART V - REHABILITATION AND GEM**

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

AM 1:5 + In Charge

PM 1:5 + In Charge

ND 1:10

### **2 CATEGORY 2 REHABILITATION**

AM 1:5 + In Charge

PM 1:7 + In Charge

ND 1:10

### **3 GERIATRIC EVALUATION MANAGEMENT (GEM) BEDS**

AM 1:5 + In Charge

PM 1:6 + In Charge

ND 1:10

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

## **PART VI - OPERATING THEATRE RATIOS**

Operating Theatres will normally have 3 nurses, one scrub nurse, one scout, and one anaesthetic nurse.

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

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

## **PART VII – POST ANAESTHETIC CARE UNIT/RECOVERY ROOM (PACU)**

1 to 1 for unconscious patients.

## **PART VIII – AMENDED NURSE TO PATIENT RATIOS - CHANGE PROCESS**

- 1 As a result of this Agreement an adjustment process to accommodate changes to staffing levels consistent with amended ratios may need to occur.
- 2 There is to be no impediment on implementation of change, provided that change is:
  - (a) consistent with this Agreement and other operative agreements (for example, individual employment contracts); and
  - (b) addressed through appropriate processes with ANF and local WICS and/or local management/ANF Change Committees as reflected in local and other agreements as to processes for the implementation of change.
- 3 Where the nurse/patient ratio requires an adjustment to permanent staffing levels this shall occur through natural attrition including resignations, non-replacement of leave etc, or an employee choosing to reduce hours or other processes as agreed, but does not include redundancy.
- 4 Where adjustments need to occur within a campus of a Health Service, for example one medical ward does not meet the amended ratio and another medical ward has staff in excess of the ratio, movement of nurses from one ward to the other may occur. Should

problems arise in this component of the readjustment process ANF and VHIA may be consulted.

- 5 This movement of staff may only occur from like clinical area to like clinical area within the one campus unless a nurse chooses to do so. Like clinical area is for example medical ward to medical ward, rehabilitation ward to rehabilitation ward, nursing home ward to nursing home ward unless a nurse chooses to do otherwise.
- 6 Where a nurse is moved, their customary or contracted hours and shifts must be maintained.
- 7 In the event of any dispute arising out of the above process, the matter shall be referred to the monitoring committee chaired by SDP Watson.
- 8 Specific Hospital matters will be addressed and hopefully resolved, in context of or the outcome of the present monitoring Committee. Any outstanding issues may be addressed through clauses 12 and 13 of the Heads of Agreement.
- 9 Changes to rosters in relation to the above will not occur prior to Monday 24 September 2001.
- 10 Other than in relation to particular agreed categories of employees (for example, Clinical Nurse Consultants, Directors of Nursing and Nurse Educators), nurses absent on ADO's/study leave will be backfilled.
- 11 The initial allocation of 150 (50/50/50) Nurse Educators/ADONs/CNCs is in addition to any allocation required to meet ratios/growth.
- 12 The Heads of Agreement sets out the requirements on the parties. The Department of Human Services funding formula are intended to provide a practical basis for funding Department of Human Services, with particular funding issues to be determined between the Hospitals and Department of Human Services, and not relied upon to prevent compliance with the Heads of Agreement.

## APPENDIX 1 – LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

- 1 Name of employer.
- 2 Employee's classifications (eg. Gr 2 Year 4, Gr 4B Year 1).
- 3 The workplace/campus/location where the person is to be situated.
- 4 The name of the Award and Certified Agreement which contains their terms and conditions of employment.
- 5 Their mode of employment ie. whether full-time/part-time or bank.
- 6 Fortnightly hours will be **[insert]** and for part timers (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
- 7 Specified employment is ongoing unless a valid fixed term appointment is proposed.
- 8 Date of commencement.
- 9 Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
- 10 Other information as required depending on the nature of the position.
- 11 Relevant qualifications and allowances payable.

## APPENDIX 2 – CLINICAL NURSE SPECIALIST CRITERIA

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

### 1 Clinical Skill

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

### 2 Professional Behaviour

- Positive role model;
- Act as a mentor or preceptor to less experienced nurses, including graduate nurses;
- Support of, and contribution to, quality improvement and research projects within the area of practice and ward/unit/department; and
- Acting as a resource person to others in relation to clinical practice.

### 3 Professional Development

- Membership of relevant professional body;
- Contribution to the education of other professionals. For example, being willing to provide at least one in-service education program each year; and
- Undertaking own planned professional development and competence through various forms of continuing education. For example, conferences, study days, formal study, reading.

## **APPENDIX 3 – INDICATIVE POSITION DESCRIPTION FOR SUPERVISOR GRADE 5 – SMALL RURAL HOSPITALS**

### **POSITION PROFILE**

- The Supervisor will support and promote activities which are consistent with the objectives and philosophy of the Hospital.
- Act as a resource for staff (nursing, medical and others) and patients and their families.
- Being actively involved in the preparation, maintenance and implementation of emergency disaster plans, and together with other emergency control personnel, be responsible for co-ordination of staff and patient movement in the event of an emergency during their rostered shift(s).
- Liaise with Admitting Officer, to discuss bed availability and suitable patient placement.
- Facilitate the resolution of public relations issues as they arise, informing the CEO and/or DON as appropriate.
- Assist in the delivery of safe patient care by liaising with the Charge Nurse and supporting war areas with appropriate nursing staff (includes adequate PSA support, orderlies, etc).
- Responsible for quality control for nursing services delivered and allocation of staff during their rostered shift(s).

### **SPECIFIC RESPONSIBILITIES**

- Liaise with all staff acting as resource for staff, facilitating and promoting quality patient care.
- Co-ordinates and maintains appropriate nursing staff levels through consultation with clinical nurses, redeploying staff and engaging bank/agency staff as required.
- Facilitates the process to ensure the performance and skills of bank nurses are maintained in accordance with hospital policy.
- Facilitates patient admission by discussing bed availability with the Admitting Officer in accordance with hospital policy.
- Liaises with emergency department nursing staff, Admitting Officer and operating suite staff to maintain an efficient after hours emergency surgery service.
- Ensures the smooth release of bodies from the mortuary after hours when necessary for coronial or religious reasons.
- To be an active member on the Emergency Procedures Committee or local equivalent, ensuring nursing input and profile is maintained.
- Responsible for maintaining own education relating to emergency and disaster procedures.

- Maintains an awareness of patient/nurse dependency throughout the shift as this will assist the safe co-ordination of staff and patients in such a situation.
- Assists with the monitoring and analyses of patient incidents and accidents.
- Ensures the necessary reports are completed and the CEO and/or DON are informed.
- Monitors consumer concerns, assists with the resolution and refers the matters to the CEO and/or DON.
- Assists in maintaining supportive relationships between staff, patients and is available for consultation and advice.
- Assists the DON with any projects or reports that may be necessary.
- If required to attend meetings during off duty periods will be paid in accordance with the Nurses Award and 2000 – 2004 Enterprise Agreement.

These responsibilities will be performed by the out-of-hours Grade 5 Supervisor in small country hospitals where the necessary resources are provided by the employer.

## APPENDIX 4 – OCCUPATIONAL HEALTH AND SAFETY

### 1 Introduction

The parties to this Agreement are committed to a pro-active approach in the prevention and management of workplace injuries amongst employees, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices.

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

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

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

- manual handling;
- blood borne and other infectious diseases;
- needlesticks;
- violence and aggression;
- hazardous substances; and
- security.

### 2 Definitions

For the purposes of this Appendix:

**ANF** shall mean the Australian Nursing Federation (Victorian Branch).

**DWG** shall mean designated work group as defined under the *Occupational Health and Safety Act 1985* as amended from time to time and may include employees other than registered nurses.

**DHS** shall mean the Department of Human Services Victoria.

**HSR** shall mean health and safety representative elected in accordance with Section 30 of the *Occupational Health and Safety Act 1985* as amended.

**HSUA** shall mean the Health Services Union of Australia Victorian No. 1 Branch.

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

**VHIA** shall mean the Victorian Hospitals' Industrial Association.

**Workplace** shall mean workplace as defined under Section 4 of the *Occupational Health and Safety Act* 1985 as amended.

### **3 Designated Work Groups**

- 3.1 Where ANF members constitute the majority of the workforce within a designated work group, the employer shall maintain a system of agreed designated work groups (DWGs) with the ANF.
- 3.2 The employer shall consult with employees in relation to the establishment or variation of designated work groups and where an employee requests, the ANF.
- 3.3 In determining the composition of DWGs, the following considerations shall, where practicable, be taken into account:
  - (a) the specific needs, conditions and hazards affecting employees in the area(s) concerned;
  - (b) the working arrangements, including shiftwork, of employees in the area(s) concerned;
  - (c) the accessibility of health and safety representatives to employees in the area(s) concerned; and
  - (d) the geographical layout of the workplace.

### **4 Health and Safety Representative Election Process**

- 4.1 The method of conducting the election shall be determined in consultation with the employer and the employees of the DWG concerned. Where the majority of employees of a DWG are members of the ANF, the ANF shall, where requested by the staff, conduct the election.

Provided that the following arrangements will be incorporated:

- 4.2 All employees in the relevant DWG shall be given the opportunity to nominate for the position. Nominations shall be called for by posting a notice(s) in the Designated Work Group and providing a nomination period of 14 days.
- 4.3 Candidates shall be nominated by their co-workers in the relevant designated work group and may also self-nominate. Nominations shall be made in writing.
- 4.4 Where there is more than one nominee for any vacancy of a health and safety representative position, a ballot will be held of the relevant employees in accordance with agreed DWG electoral processes.
- 4.5 If there is only one nominee then the candidate will be elected unopposed.
- 4.6 The employer shall maintain a current list of DWGs as well as the name of the elected health and safety representative for each DWG and shall display this in a prominent place in the workplace at all times.

- 4.7 Employers will provide a copy of the DWG list to the ANF at least annually, or within 28 days of receiving a written request from the ANF.
- 4.8 Elected health and safety representatives shall be provided by the employer with a badge identifying them as HSRs. Health and safety representatives shall wear the badge at all times when on duty.

## **5 Health and Safety Representative Training**

- 5.1 The employer shall permit health and safety representatives to take such time off work with pay as is necessary or prescribed to attend occupational health and safety training courses approved by the Victorian WorkCover Authority.
- 5.2 Health and safety representatives shall be entitled and encouraged to attend an approved course as soon as practicable but no later than within six months of their election.
- 5.3 When attending an approved course, health and safety representatives shall be paid their normal/expected earnings during course attendance, including pay entitlements relating to shift work, regular overtime, higher duties, allowances or penalty rates that would have applied had the health and safety representative been at work.
- 5.4 Where health and safety representatives attend an approved course outside their normal working hours, they shall be paid as if they had been at work for the relevant time, including any relevant overtime rates, higher rates, allowances or penalty rates. This might apply when a health and safety representative:
- (a) normally works two days a week, attends a block five-day course;
  - (b) has a rostered day off during the course; and
  - (c) has a shift that does not overlap, or overlaps only marginally, with the course's hours.
- 5.5 Rosters or shifts shall be altered where necessary to ensure that health and safety representatives are not exposed to extra risks from fatigue due to working extended hours or shiftwork while attending a training course.
- 5.6 The employer shall pay course fees for selected approved courses.
- 5.7 Health and safety representatives shall have the right to choose which course to attend, provided it is an approved course. An employer shall not prevent or obstruct a health and safety representative from attending a chosen course.
- 5.8 The employer shall provide such information, instruction and training to all employees employed by the employer, as is required to enable them to perform their work in a manner which is safe and minimises risks to health. Information, education and training shall be provided on a regular basis as required to enable employees to remain informed in relation to health and safety hazards, policies and procedures.

## **6 Facilities for Health and Safety Representatives**

- 6.1 Health and safety representatives shall be provided with reasonable access to an office, telephone, computer (including email facilities where available), notice board, meeting

room, and such other facilities as are necessary to enable them to perform their functions or duties as prescribed under the *Occupational Health and Safety Act 1985*.

- 6.2 Health and safety representatives shall have reasonable time release from duty to perform their functions and duties as is necessary or prescribed under the *Occupational Health and Safety Act 1985*.

## **7 Health and Safety Committees**

Health and safety committees shall be established in accordance with the provisions of the *Occupational Health and Safety Act 1985*.

## **8 Reporting of Incidents, Accident Investigation and Prevention**

- 8.1 The employer shall encourage early reporting of incidents by nurses, and ensure nurses who report incidents are appropriately supported.
- 8.2 Following an incident or injury affecting nursing staff, the employer shall take appropriate action to prevent further injury to staff, including conducting a worksite assessment where practicable and implementing workplace modifications to ensure a healthy and safe work environment for staff.
- 8.3 The employer shall provide information, instruction and training to employees and management staff regarding the importance of early reporting, procedures regarding incident reporting, and how this feeds into accident investigation and prevention.

## **9 Workers Compensation, Rehabilitation and Return to Work**

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

- 9.1 The employer is committed to the principles of early intervention such as to facilitate the effective occupational rehabilitation of employees.
- 9.2 The employer shall appoint a Return to Work Co-ordinator who shall have sufficient knowledge of occupational rehabilitation legislation, regulations and guidelines to undertake the task.
- 9.3 The employer will display and make available the Victorian WorkCover Authority “Stop the Injury Before it Happens” Poster and A4 version, as amended from time to time. The employer shall provide a copy of the poster (A4 version) to employees as soon as they report an incident/injury.
- 9.4 The employer will in respect of an injury for a period or periods which total 20 or more calendar days of no current work capacity, develop an appropriate return to work plan as soon as practicable but no later than 10 days after the twentieth day of no current work capacity. The return to work plan shall be developed in consultation with the injured employee concerned, his/her treating doctor and health professionals providing treatment or services to the injured employee as approved by the Victorian WorkCover Authority.

- 9.5 The employer shall assist injured employees to remain at work or return to work in suitable employment as soon as possible after injury. The employer shall ensure that the suitable employment will reflect and be commensurate with, as far as possible, the skills, education, age, experience, pre-injury employment, and any relevant medical restrictions of the injured employee. The suitable employment shall also take into account the employee's pre-injury place of residence and hours of work.
- 9.6 Without limiting the content of the return to work plan, the plan shall include, but not be limited to:
- (a) A return to work program signed by the employer, employee and treating doctor which covers:
    - (i) the date;
    - (ii) the position title;
    - (iii) the duties and hours of work to be offered;
    - (iv) the nature of the incapacity and any medical restrictions;
    - (v) the applicable classification and pay rate; and
    - (vi) the date or dates for regular review.
  - (b) The return to work plan may also consider:
    - (i) subject to approval by the insurer, any personal and household services required, including modifications to the home or car, household help, counselling, aids or appliances, transportation costs, etc; and
    - (ii) subject to approval by the insurer, any occupational rehabilitation services, including modifications to the workplace, home or car which will apply, equipment to be provided at the workplace, etc.

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

- 9.7 Employees shall have the right to have a union representative present at any interview arranged by their employer regarding their return to work or rehabilitation, including monitoring or review of their return to work program. When arranging such interviews, the employer shall advise the employee that he/she may have a union representative present. The employer shall where practicable provide to the employee at least 7 days notice of such interviews occurring.
- 9.8 The employer shall not seek to change the employee's duties, hours or other aspects of the employee's employment or return to work plan without consulting with the employee.
- A representative of the ANF may be involved in any negotiations or discussions regarding any such proposed changes, at the request of the employee.
- 9.9 The employer and the employee shall mutually co-operate and participate in the agreed return to work plan. This plan will be reviewed at the request of any of the parties

involved. Where agreement cannot be reached the processes of the Victorian *Accident Compensation Act 1985* (as amended) shall apply.

## **10 Accident Pay**

Accident pay shall be in accordance with the Award.

## **11 Rehabilitation, Re-training and Re-education**

11.1 Subject to approval by the insurer, the employer may refer the employee to a Victorian WorkCover Authority approved occupational rehabilitation provider for assessment. In accordance with WorkCover guidelines, such referral may be required in the following circumstances:

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

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

11.2 Subject to approval by the insurer, an occupational rehabilitation assessment may include, but is not limited to:

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

11.3 An employee's request for occupational rehabilitation services, personal or household service shall be considered wherever it can assist the employee's occupational rehabilitation. Requests for approval must be made in writing by the employee, his/her treating medical practitioner, or any other approved service provider on behalf of the employee. In accordance with the *Accident Compensation Act 1985* as amended from time to time, approval for payment for services shall be subject to agreement by the authorised insurer.

11.3.1 Where the employer receives such a request, the employer shall ensure that the request is processed in a timely manner.

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

11.4 The employer or insurer may pay for any re-training or re-education which is required to assist the employee to remain at work or return to work in suitable employment in accordance with guidelines issued by the Victorian WorkCover Authority to its agents. Approval for such re-training or re-education may be requested by the employee, his/her treating practitioner, or any other Victorian WorkCover Authority approved service provider, individual or agency, on behalf of the employee.

11.5 Where it has been established that an employee has a permanent injury or condition which prevents them returning to their pre injury employment, the employer shall ensure that the employee is advised of all vacancies as they become available.

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

## **APPENDIX 5 - MISCELLANEOUS**

### **1 PATIENT DEPENDENCY SYSTEM**

- 1.1 The ANF's participation in a patient dependency systems review in accordance with clause 12 of this Agreement, will not require the Department of Human Services to reach agreement with the ANF as to which patient dependency system will be piloted.
- 1.2 The ANF will be represented in the piloting program of the preferred patient dependency system. The Department of Human Services will fund an ANF representative to participate in the piloting program.

### **2 CLASSIFICATIONS AND SALARY INCREASES – RDNS**

- 2.1 For Royal District Nursing Service (RDNS) District Nurses, effective 3 November 2000, each of the 17 affected Centres will ensure there is a District Nurse nominated as the contact person for all weekend and public holiday day shifts.
  - (a) The nominated District Nurse will be paid at the Grade 4A Year 1 rate for the full shift on each such occasion. During periods of annual leave the payment will be made on a pro-rata basis.
  - (b) Any consequential workload issues shall be addressed through the Workplace Implementation Committee. If unable to be resolved the matter may be referred back to the Commission for determination under s.111AA.
- 2.2 Assistant Centre Managers who currently do not have access to Grade 4B are to progress to Grade 4B after completion of two years' experience with the RDNS at Grade 4A.
  - (a) Those currently classified at Grade 4A who have two years' experience or more shall move to the first increment of Grade 4B effective 1 October 2000 and to the second increment 12 months later.
  - (b) An employee cannot access Grade 4B until she/he has two years' experience (as defined) as a Grade 4A.

### **3 CLASSIFICATIONS AND SALARY INCREASES – NON RDNS**

- 3.1 For District Nursing Service (non RDNS) the following shall apply from 1 October 2000.
  - (a) Experienced District Nurses will undertake functions that could be expected of an experienced employee such as orientation of new staff members and to act as a support person for inexperienced District Nurses, with these functions forming a part of position descriptions for District Nurses Level 2.
  - (b) Those currently classified at District Nurse Level 1 who have one year's District Nursing or comparable community nursing experience shall move to the first increment of Grade 3A on 1 October 2000 and to the second increment twelve months later.

- (c) Those currently classified at District Nurse Level 1 who have two years' experience or more shall move to the second increment of Grade 3A on 1 October 2000.
- (d) An employee cannot access Grade 3A until she/he has one year's experience (as defined) as a District Nurse or comparable community nursing experience and as required will carry out the duties identified in **paragraph 3.1(a)** above.

#### **4 NURSE/PATIENT RATIO**

- 4.1 The Department of Human Services has committed to funding nursing staff levels across the public health sector agencies to at least 2600 EFT above the June 2000 levels for the life of this Agreement.
- 4.2 The ANF will not impede or oppose the opening of new beds at public health sector agencies to which growth funding has or will be provided by the Department of Human Services, provided that the nurse/patient ratios are met in accordance with this Agreement.

#### **5 STUDY LEAVE**

- 5.1 If more than 1000 EFT employees apply for study leave in accordance with **sub-clause 26.2** of the Agreement, the ANF and the Government will hold discussions.
- 5.2 For the purposes of post-graduate study, from 1 January 2001, up to 1000 EFT employees will be granted 4 hours' paid study leave for 26 weeks per annum.

#### **6 ORGANISATIONAL CHANGE AGREEMENT**

- 6.1 A working party consisting of representatives from DHS, VHIA and ANF to develop a model organisational change agreement for registered nurses covered by the Agreement is to be established.
- 6.2 The aim of the working party will be to finalise the model organisational change agreement within 6 months of the certification of this Agreement.

#### **7 WORKFORCE DATA**

DHS shall provide data to the ANF and VHIA on at least an annual basis. The data that would be provided would include, but not limited to:

- (a) the total number of EFT in the Public Sector; and
- (b) the number of full time and part time nursing EFT in the Public Sector.

#### **8. RURAL EFT**

The parties note that the additional EFT rural nursing positions that were created in 1997 will remain and continue to be funded by the Department of Human Services on an ongoing basis.

**9. PUBLIC HOLIDAYS**

**Clause 25** of this Agreement operates upon the agreement of and acknowledgment by the parties that **clause 25** will not result in a net additional cost for the provision of public holiday benefits to part-time employees in excess of \$3 million above the cost of providing public holiday benefits to part-time employees immediately before 31 August 2000.