

The Exposure Draft was first published on 8 December 2014. Subsequent amendments to the draft are as follows:

Publication date	Reason for amendments	Clauses affected
4 December 2015	Incorporate changes resulting from <a href="#">[2014] FWCFB 9412</a>	1, 2, 3, 5, 6, 10, 17, 18, 20, 21, 22, 23, 24, Schedule D, Schedule E
	Incorporate changes resulting from <a href="#">[2015] FWCFB 3500</a> , <a href="#">PR566705</a> , and <a href="#">PR566844</a>	10, 11, Schedule B, Schedule C
	Incorporate changes resulting from <a href="#">[2015] FWCFB 4658</a>	1, 10, 17, Schedule B
	Incorporate changes resulting from <a href="#">[2015] FWCFB 6656</a>	1
	Incorporate changes resulting from Reports to the Full Bench, Roe C on <a href="#">9 October 2015</a> and <a href="#">27 November 2015</a>	5, 6, 8, 9, 10, 11, 14, 15, 18, 19, Schedule A, Schedule B, Schedule C
2 November 2016	Correct error	23.2
	Incorporate changes resulting from <a href="#">PR580863</a>	Schedule D
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3500</a> , <a href="#">PR579799</a> , and <a href="#">PR579539</a>	10, 11, Schedule B, Schedule C
	Incorporate changes resulting from <a href="#">[2016] FWCFB 3953</a> , <a href="#">PR583038</a>	5.2, 17, Schedule F, Schedule G
	Incorporating changes resulting from <a href="#">[2016] FWCFB 7254</a>	5, 6, 8, 9, 10, 11, 14, 15, 18, 19, Schedule A, Schedule B, Schedule C
13 June 2017	Incorporate changes resulting from <a href="#">PR585802</a> and <a href="#">PR588732</a>	15.2, 17.3, 17.4, 17.5
	Changes based on submissions re: further revised ED	10, 14.2(a), 14.2(b), 16.1, 16.2, C.1
10 November 2017	Incorporate changes resulting from <a href="#">[2017] FWCFB 3500</a> , <a href="#">PR592293</a> , <a href="#">PR592130</a>	10, 11, Schedule B, Schedule C
	Incorporates changes resulting from <a href="#">[2017] FWCFB 3433</a>	1.2, 3.2, 3.6, 26.6, Schedule E
Changes agreed to by parties appear in red text. Underlined text indicates new text that is to be included. Strikethrough text indicates existing text that is to be deleted.		

# EXPOSURE DRAFT

## Nurses Award 2015

This exposure draft has been prepared by staff of the Fair Work Commission based on the **Nurses Award 2010** (the Nurses award) as at 3 December 2015. This exposure draft does not seek to amend any entitlements under the Nurses award but has been prepared to address some of the structural issues identified in modern awards.

The review of this award in accordance with s.156 of the *Fair Work Act 2009* is being dealt with in matter [AM2014/207](#). Additionally a number of common issues are being dealt with by the Commission which may affect this award. Transitional provisions have not been included in this exposure draft pending the outcome of the review.

This draft does not represent the concluded view of the Commission in this matter.

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## Part 1—Application and Operation

### 1. Title and commencement

1.1 This award is the *Nurses Award 2015*.

Clause 1.2 amended in accordance with [\[2017\] FWCFCB 3433](#) at [328].

1.2 ~~This modern award, as varied, commenced operation on 1 January 2010. This modern award commenced operation on 1 January 2010. The terms of the award have been varied since that date.~~

1.3 A variation to this award this does not affect any right, privilege, obligation or liability that a person acquired, accrued or incurred under the award as it existed prior to that variation.

1.4 Schedule E—Definitions sets out definitions that apply in this award.

1.5 Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.

### 2. The National Employment Standards and this award

2.1 The [National Employment Standards](#) (NES) and this award contain the minimum conditions of employment for employees covered by this award.

2.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

2.3 The employer must ensure that copies of this award and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace of through accessible electronic means.

### 3. Coverage

3.1 This occupational award covers:

- (a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and
- (b) employers who employ a nurse/midwife, principally engaged in nursing/midwifery duties comprehended by the classifications listed in Schedule A—Classification Definitions.

Definition of **health industry** retained in coverage clause in accordance with [\[2017\] FWCFB 3433](#) at [339].

- 3.2** **Health industry** means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services.
- 3.3** This award does not cover employers who employ nurses in primary or secondary schools
- 3.4** This award covers any employer which supplies on-hire employees in classifications set out in Schedule A and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. This subclause operates subject to the exclusions from coverage in this award.
- 3.5** This award covers employers which provide group training services for trainees engaged in any of the classifications set out in Schedule A and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.
- 3.6** This award does not cover:

References to Fair Work Act changed to ‘Act’. See [\[2017\] FWCFB 3433](#) at [350].

- (a) employees excluded from award coverage by the *Fair Work Act 2009 (Cth)* (~~the Act~~) Act;
  - (b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees; or
  - (c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)*), or employers in relation to those employees.
- 3.7** Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

#### **4. Award flexibility**

- 4.1** Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

**4.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

**4.3** The agreement between the employer and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

**4.4** The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this award that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

**4.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

**4.6** Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

**4.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

**4.8** The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

NOTE: If any of the requirements of [s.144\(4\)](#), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see [s.145](#) of the Act).

**4.9** The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks' notice of termination.

**4.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

## **5. Facilitative provisions**

**5.1** A facilitative provision provides that the standard approach in an award provision may be departed from by agreement between an employer and an individual employee, or an employer and the majority of employees in the enterprise or part of the enterprise concerned.

**5.2** Facilitative provisions in this award are contained in the following clauses:

<b>Clause</b>	<b>Provision</b>	<b>Agreement between an employer and:</b>
9.2(b)	Paid tea breaks	An individual
10.7(a)	Payment of wages	An individual or a majority of employees
15.2	Time off instead of payment for overtime	An individual
17.11	Annual leave in advance	An individual
17.12	Cashing out of annual leave	An individual
18.3	Public holiday substitution	The majority of employees
18.6	Additional leave days by mutual agreement	An individual

## Part 2—Types of Employment and Classifications

### 6. Types of employment

#### 6.1 Employment categories

- (a) Employees under this award will be employed in one of the following categories:
- (i) full-time;
  - (ii) part-time; or
  - (iii) casual.
- (b) At the time of engagement an employer will inform each employee whether they are to be employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

#### 6.2 Full-time employment

A full-time employee is engaged to work:

- (a) 38 hours per week; or
- (b) an average of 38 hours per week in accordance with clause 8.1 of this award.

#### 6.3 Part-time employment

- (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) The terms of the agreement in clause 6.3(b) may be varied by agreement and recorded in writing.
- (d) The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

#### 6.4 Casual employment

- (a) A casual employee is an employee engaged on an hourly basis.
- (b) **Casual loading**
  - (i) For each ordinary hour worked, a casual employee must be paid
    - the minimum hourly rate applicable to their classification and pay point; and



- a loading of **25%** of the minimum hourly rate applicable to their classification and pay point,  
for the classification in which they are employed.

- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual employee will be paid shift allowances and Saturday and Sunday rates calculated on the minimum rate of pay applicable to their classification and pay point, excluding the casual loading with the casual loading component then added to the penalty rate of pay.

## 7. Classifications

- 7.1 A description of the classifications under this award is set out in Schedule A—Classification Definitions.
- 7.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

## Part 3—Hours of Work

### 8. Ordinary hours of work and rostering

#### 8.1 Ordinary hours and roster cycles

(a) **Span of hours—day worker**

Ordinary hours of work for a **day worker** are worked between 6.00 am and 6.00 pm, Monday to Friday.

- (b) A **shiftworker** is an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 8.1(a).
- (c) The ordinary hours of work for a full-time employee will be:
  - (i) 38 hours per week; or
  - (ii) 76 hours per fortnight; or
  - (iii) 152 hours over 28 days.
- (d) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (e) An accrued day off (ADO) system of work may be implemented where a full-time employee works no more than 19 days in a four week period of 152 hours.
- (f) Each employee must be free from duty for not less than:
  - (i) two full days in each week; or

- (ii) four full days in each fortnight; or
  - (iii) eight full days in each 28-day cycle.
- (g) Where practicable days off referred to in clause 8.1(f) must be consecutive.
- (h) The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

## 8.2 Rostering

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times.
- (c) The roster will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- (d) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- (e) Subject to clause 8.2(f), seven days' notice of a change of roster will be given by the employer to an employee.
- (f) The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.

## 8.3 Accumulation and taking of accrued days off (ADOs)

- (a) Where a full-time employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 8, the ADO will be taken within 12 months of the date on which the first full ADO accrued.
- (b) With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- (c) An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

## 8.4 Rest breaks between rostered work

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

## 9. Breaks

### 9.1 Unpaid meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of between 30 minutes and 60 minutes.
- (b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

### 9.2 Paid tea breaks

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, two 10 minute tea breaks may be taken as one 20 minute tea break.
- (c) Tea breaks will count as time worked.

## Part 4—Wages and Allowances

### 10. Minimum wage rates

Rates updated as a result of AWR 2017

An employer must pay employees the following minimum wages for ordinary hours worked by the employee:

#### 10.1 Nursing assistant

<b>Employee classification</b>	<b>Minimum weekly rate \$ (full-time employee)</b>	<b>Minimum hourly rate \$</b>
1st year	758.50	19.96
2nd year	771.00	20.29
3rd year and thereafter	783.90	20.63
Experienced (the holder of a relevant certificate III qualification)	809.10	21.29

**10.2 Enrolled nurses**

**(a) Student enrolled nurse**

<b>Employee classification</b>	<b>Minimum weekly rate \$  (full-time employee)</b>	<b>Minimum hourly rate \$</b>
Less than 21 years of age	702.20	18.48
21 years of age and over	738.80	19.44

**(b) Enrolled nurse**

<b>Employee classification</b>	<b>Minimum weekly rate \$  (full-time employee)</b>	<b>Minimum hourly rate \$</b>
Pay point 1	824.10	21.69
Pay point 2	835.00	21.97
Pay point 3	846.00	22.26
Pay point 4	858.30	22.59
Pay point 5	866.90	22.81

**10.3 Registered nurses**

**(a) Registered nurse—Levels 1–5**

<b>Employee classification</b>	<b>Minimum weekly rate \$  (full-time employee)</b>	<b>Minimum hourly rate \$</b>
<b>Registered nurse—level 1</b>		
Pay point 1	881.50	23.20
Pay point 2	899.60	23.67
Pay point 3	921.70	24.26
Pay point 4	946.10	24.90
Pay point 5	975.30	25.67
Pay point 6	1,003.50	26.41
Pay point 7	1,032.50	27.17
Pay point 8 and thereafter	1,059.30	27.88

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<b>Employee classification</b>	<b>Minimum weekly rate \$ (full-time employee)</b>	<b>Minimum hourly rate \$</b>
<b>Registered nurse—level 2</b>		
Pay point 1	1,087.40	28.62
Pay point 2	1,104.70	29.07
Pay point 3	1,123.90	29.58
Pay point 4 and thereafter	1,142.30	30.06
<b>Registered nurse—level 3</b>		
Pay point 1	1,179.10	31.03
Pay point 2	1,200.80	31.60
Pay point 3	1,221.50	32.14
Pay point 4 and thereafter	1,243.50	32.72
<b>Registered nurse—level 4</b>		
Grade 1	1,345.80	35.42
Grade 2	1,442.20	37.95
Grade 3	1,526.30	40.17
<b>Registered nurse—level 5</b>		
Grade 1	1,358.10	35.74
Grade 2	1,430.10	37.63
Grade 3	1,526.30	40.17
Grade 4	1,621.50	42.67
Grade 5	1,788.40	47.06
Grade 6	1,956.70	51.49

(b) **Minimum entry rate**

<b>Employee classification</b>	<b>Minimum weekly rate \$ (full-time employee)</b>	<b>Minimum hourly rate \$</b>
Four year degree <sup>1</sup>	920.40	24.22
Masters degree <sup>1</sup>	952.20	25.06

<sup>1</sup>Progression from these entry rates will be to level 1—Registered nurse pay point 4 and 5 respectively.

**10.4 Nurse practitioner**

<b>Employee classification</b>	<b>Minimum weekly rate \$ (full-time employee)</b>	<b>Minimum hourly rate \$</b>
1st year	1356.90	35.71
2nd year	1397.10	36.77

**10.5 Occupational health nurses**

<b>Employee classification</b>	<b>Minimum weekly rate \$ (full-time employee)</b>	<b>Minimum hourly rate \$</b>
<b>Occupational health nurse—level 1</b>		
Pay point 1	946.10	24.90
Pay point 2	975.30	25.67
Pay point 3	1003.50	26.41
Pay point 4	1032.50	27.17
Pay point 5	1059.30	27.88
<b>Occupational health nurse—level 2</b>		
Pay point 1	1087.40	28.62
Pay point 2	1104.70	29.07
Pay point 3	1123.90	29.58
Pay point 4	1142.30	30.06
<b>Senior occupational health clinical nurse</b>	1142.30	30.06
<b>Occupational health nurse—level 3</b>		
Pay point 1	1179.10	31.03
Pay point 2	1200.80	31.60
Pay point 3	1221.50	32.14
Pay point 4 and thereafter	1243.50	32.72

See Schedule B for a summary of hourly rates of pay, including overtime and penalties.

**10.6 Progression through pay points**

(a) Progression will be:

- (i) for full-time employees – by annual movement; or
  - (ii) for part-time or casual employees – 1786 hours of experience.
- (b) Progression to the next pay point for all classifications for which there is more than one pay point will have regard to
- (i) the acquisition and use of skills described in the definitions contained in Schedule A—Classification Definitions; and
  - (ii) knowledge gained through experience in the practice settings over such a period.

**10.7 Payment of wages**

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee’s services have been terminated by the employer, all wages and other money owing to an employee will be paid to the employee.

NOTE: Regulations 3.33(3) and 3.46(1)(g) of *Fair Work Regulations 2009* set out the requirements for pay records and the content of payslips including the requirement to separately identify any allowance paid.

**11. Allowances**

Monetary amounts adjusted as a result of AWR 2017
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**11.1** Employers must pay to an employee the allowances the employee is entitled to under this clause. See Schedule C for a summary of monetary allowances and method of adjustment.

**11.2** The following allowances do not apply to employees classified at Registered nurse levels 4 or 5.

**11.3 Wage related allowances**

**(a) On call allowance**

- (i) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts:

<b>Between rostered shifts or ordinary hours on:</b>	<b>\$ per 24 hour period or part thereof</b>
Monday to Friday inclusive	\$20.72
Saturday	\$31.21

<b>Between rostered shifts or ordinary hours on:</b>	<b>\$ per 24 hour period or part thereof</b>
Sunday, public holiday or non-rostered day	\$36.41

- (ii) For the purpose of clause 11.3 the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

#### **11.4 Expense related allowances**

##### **(a) Clothing and equipment**

- (i) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost. Uniforms are to remain the property of the employer and be laundered and maintained by the employer free of cost to the employee.

##### **(ii) Uniform allowance**

Instead of the provision of such uniforms, the employer may pay an employee a uniform allowance of:

- **\$1.23** per shift or part thereof on duty; or
- **\$6.24** per week,

whichever is the lesser amount.

##### **(iii) Laundry allowance**

Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of:

- **\$0.32** per shift or part thereof on duty; or
- **\$1.49** per week,

whichever is the lesser amount.

- (iv) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

##### **(b) Meal allowances**

- (i) When required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, an employee will be:

- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or



- paid a meal allowance of **\$12.62**.
  - (ii) In addition to the allowance provided for in clause 11.4(b)(i), where overtime work exceeds four hours a further meal allowance of **\$11.37** will be paid.
  - (iii) Clauses 11.4(b)(i) and 11.4(b)(ii) will not apply when an employee could reasonably return home for a meal within the meal break.
  - (iv) On request the meal allowance will be paid on the same day as overtime is worked.
- (c) **Travelling, transport and fares**
- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **\$0.78** per kilometre.
  - (ii) When an employee is involved in travelling on duty, and the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
  - (iii) The employee will not be entitled to reimbursement for expenses referred to in clause 11.4(c)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

## **12. Higher duties**

- 12.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for three days or more will be paid at the higher classification rate.
- 12.2 Higher duties allowance does not apply to Registered nurse levels 4 and 5.

## **13. Superannuation**

### **13.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **13.2 Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **13.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 13.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 13.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 13.3(a) or (b) was made.

### **13.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 13.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 13.2 and pay the amount authorised under clauses 13.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);
- (d) Catholic Super (CSF);
- (e) Mercy Super;
- (f) Sunsuper;
- (g) Tasplan;
- (h) CareSuper;
- (i) NGS Super;
- (j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

- (k) a superannuation fund or scheme which the employee is a defined benefit member of.

## Part 5—Penalties and Overtime

### 14. Shiftwork

14.1 For the purposes of this clause:

- (a) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
- (b) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

### 14.2 Shift penalties

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of **12.5%** of the ~~if~~ minimum hourly rate.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of **15%** of the ~~if~~ minimum hourly rate.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 16—Saturday and Sunday work and clause 18—Public holidays applies.
- (e) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

### 15. Overtime

#### 15.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 8 are to be paid as follows:
  - (i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first two hours and **200%** thereafter;
  - (ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; and
  - (iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.

- (b) Overtime penalties as prescribed in clause 15.1(a) do not apply to Registered nurse levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 14—Shiftwork and clause 16—Saturday and Sunday work.
- (d) **Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 15.1(a).

## 15.2 Time off instead of payment for overtime

- (a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 15.2 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 15.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 15.2 will apply for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 15.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 15.2.

### 15.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time of the minimum hourly rate applicable to their classification and pay point until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence
- ~~(b) An employee working overtime, other than a casual employee, is entitled to 10 consecutive hours off duty between the termination of work on one day and the commencement of work on the next day, without loss of pay for ordinary hours.~~
- ~~(c) If, on the instructions of the employer, an employee referred to in clause 0 does not receive 10 consecutive hours off duty, the employee is entitled:~~
  - ~~(i) to be paid at a rate of 200% of the minimum hourly rate applicable to their classification and pay point for their classification until being released from duty; and~~
  - ~~(ii) Upon being released from duty, to be absent until they have had at least 10 consecutive hours off duty, without loss of pay for rostered ordinary hours during their absence.~~

### 15.4 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

### **15.5 Recall to work when on call**

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate.

### **15.6 Recall to work when not on call**

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) Except as provided in clause 15.6(c) the time spent travelling to and from the place of duty will be deemed to be time worked.
- (c) Where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (d) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (e) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

### **15.7 On call allowance**

An employee who is required to be on call may be entitled to an allowance in accordance with clause 11.3.

## **16. Saturday and Sunday work**

**16.1** Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid 150% of the ~~the~~ minimum hourly rate for the hours worked during this period.

**16.2** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid 175% of the ~~the~~ minimum hourly rate for the hours worked during this period.

## **Part 6—Leave, Public Holidays and Other NES Entitlements**

### **17. Annual leave**

**17.1** Annual leave is provided for in the NES.

### **17.2 Quantum of annual leave**

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.

- (b) A **shiftworker**, for the purposes of the additional week's annual leave provided by the NES ~~and referred to in clause 17.1~~, is an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 17.2(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 17.2(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

### 17.3 Excessive leave accruals: general provision

Note: Clauses 17.3 to 17.5 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the ~~Fair Work Act Act~~.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 17.2(b)).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 17.4 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 17.5 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### 17.4 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 17.3(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 17.3, 17.4 or 17.5 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 17.4(b)(i).

Note 2: Under section 88(2) of the Fair Work Act Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **17.5 Excessive leave accruals: request by employee for leave**

- (a) Clause 17.5 comes into operation from 20 December 2017.
- (b) If an employee has genuinely tried to reach agreement with an employer under clause 17.3(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (c) However, an employee may only give a notice to the employer under paragraph (b) if:
  - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
  - (ii) the employee has not been given a direction under clause 17.4(a) that, when any other paid annual leave arrangements (whether made under clause 17.3, 17.4 or 17.5 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under paragraph (b) must not:
  - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 17.3, 17.4 or 17.5 or otherwise agreed by the employer and employee) are taken into account; or
  - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
  - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
  - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.



- (e) An employee is not entitled to request by a notice under paragraph (b) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 17.2(b)) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under paragraph (b).

#### **17.6 Payment for annual leave**

Before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

NOTE: Where an employee is receiving overaward payments such that the employee's base rate of pay is higher than the rate specified under this award, the employee is entitled to receive the higher rate while on a period of paid annual leave (see ss.16 and 90 of the Act).

#### **17.7 Electronic funds transfer (EFT) payment of annual leave**

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

#### **17.8 Annual leave loading**

For the period of annual leave in addition to their ordinary pay:

- (a) an employee, other than a shiftworker, will be paid an annual leave loading of **17.5%** of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum;
- (b) a shiftworker will be paid the higher of:
  - (i) an annual leave loading of **17.5%** of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

Parties are asked to clarify whether the leave loading in clauses 17.8(b)(i) and 17.8(b)(ii) is based on 4, 5 or 6 weeks.

#### **17.9 Payment of annual leave on termination**

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

#### **17.10 Close down periods—medical practices**

Where an employer temporarily closes a medical practice, an employee may be directed to take paid annual leave during part or all of this period. Where an employee does not have sufficient accrued annual leave for this period, they may be required to take annual leave in advance.

**17.11 Annual leave in advance**

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

Note: An example of the type of agreement required by clause 17.11 is set out at Schedule F. There is no requirement to use the form of agreement set out at Schedule F.

- (c) The employer must keep a copy of any agreement under clause 17.11 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 17.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

**17.12 Cashing out of annual leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 17.12.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 17.12.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 17.12 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 17.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 17.12 as an employee record.

Note 1: Under section 344 of the Fair Work Act Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 17.12.

Note 2: Under section 345(1) of the Fair Work Act Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 17.12.

Note 3: An example of the type of agreement required by clause 17.12 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.

## **18. Public holidays**

**18.1** Public holiday entitlements are provided for in the NES.

### **18.2 Payment for work done on public holidays**

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at **200%** of the minimum hourly rate applicable to their classification and pay point.
- (b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 18.2(a).

### **18.3 Public holiday substitution**

An employer and the majority of employees may, by agreement, substitute another day for a public holiday.

### **18.4 Public holidays occurring on rostered days off**

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

### **18.5 Accrued days off on public holidays**

Where an employee's accrued day off falls on a public holiday, another day, determined by the employer, will be taken instead. Where practical the alternative day off will be taken within the same four or five week work cycle.

## **18.6 Additional leave days by mutual agreement**

- (a) Instead of being paid **200%** of the minimum hourly rate applicable to their classification and pay point under clause 18.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 18.6(a) will be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 18.6(a) will be by mutual agreement between the employer and employee, provided that such agreement will not be unreasonably withheld.
- (d) Subject to clause 18.6(e), any untaken additional days accrued as leave in accordance with clause 18.6(a) will be paid out to the employee upon termination of employment.
- (e) Any additional days accrued as leave in accordance with clause 18.6(a) will not be considered annual or personal/carer's leave for any purpose.

## **18.7 Part-day public holidays**

For provisions relating to part-day public holidays see Schedule D—2016 Part-day public holidays.

## **19. Ceremonial leave**

An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten working days' unpaid leave in any one year, with the approval of the employer.

## **20. Parental leave and related entitlements**

Parental leave and related entitlements are provided for in the NES.

## **21. Personal/carer's leave and compassionate leave**

Personal/carer's leave and compassionate leave are provided for in the NES.

## **22. Community service leave**

Community service leave is provided for in the NES.

## **23. Termination of employment**

**23.1** Notice of termination is provided for in the NES.

### **23.2 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

### **23.3 Job search entitlement**

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

## **24. Redundancy**

**24.1** Redundancy pay is provided for in the NES.

### **24.2 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer's option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### **24.3 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### **24.4 Job search entitlement**

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b)** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or

they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

- (c) This entitlement applies instead of clause 23.3.

## **Part 7—Consultation and Dispute Resolution**

### **25. Consultation**

#### **25.1 Consultation regarding major workplace change**

**(a) Employers to notify**

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

**(b) Employers to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 25.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 25.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **25.2 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

## **26. Dispute resolution**

- 26.1** In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 26.2** If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 26.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 26.3** The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 26.4** Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 26.5** An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

References to ‘occupational health and safety’ change to ‘work health and safety’. See [\[2017\] FWCFB 3433](#) at [382].

- 26.6** While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable ~~occupational~~ work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

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## Schedule A—Classification Definitions

### A.1 Nursing assistant

**Nursing assistant** means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered nurse (RN) nurse and whose employment is solely to assist an RN or Enrolled nurse (EN) in the provision of nursing care to persons.

### A.2 Nursing care

**Nursing care** means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in A.5.
- For the purposes of this award nursing care also includes care provided by midwives.

### A.3 Student enrolled nurse

**Student enrolled nurse** means a student undertaking study to become an enrolled nurse.

### A.4 Enrolled nurses

#### A.4.1 Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
  - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgment, not yet developed by practical experience.

**A.4.2 Enrolled nurse—pay point 2**

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

**A.4.3 Enrolled nurse—pay point 3**

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

**A.4.4 Enrolled nurse—pay point 4**

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
  - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

**A.4.5 Enrolled nurse—pay point 5**

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
  - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

**(c) Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

**A.5 Registered nurses**

**A.5.1 Registered nurse—level 1 (RN1)**

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
  - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
  - accepting accountability for the employee's own standards of nursing care and service delivery; and
  - participating in action research and policy development within the practice setting.

**A.5.2 Registered nurse—level 2 (RN2)**

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse.

- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

#### A.5.3 Registered nurse—level 3 (RN3)

- (a) An employee at this level:
  - (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
  - (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
    - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
    - staff and patient/client education;

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- staff selection, management, development and appraisal;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
  - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
  - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
  - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- (ii) Duties of a **Nurse manager** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - staff selection and education;
  - allocation and rostering of staff;
  - occupational health;
  - initiation and evaluation of research related to staff and resource management;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
  - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
  - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a **Nurse educator** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;

- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

**A.5.4 Registered nurse—level 4 (RN4)**

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(c) In addition to the duties of an RN3, an employee at this level will perform the following duties:

- (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
  - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - provision of appropriate education programs, coordination and promotion of clinical research projects;
  - participating as a member of the nursing executive team;
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;

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- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
  - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
  - being accountable for clinical operational planning and decision making for a specified span of control; and
  - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- (ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nursing management research projects;
  - participating as a member of the nursing executive team;
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
  - being accountable for the effective and efficient management of human and material resources within a specified span of control;
  - being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - being accountable for the structural elements of quality assurance for a specified span of control.
- (iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nurse education research projects;
  - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;



- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

**A.5.5 Registered nurse level 5—(RN5)**

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Director of nursing.

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
  - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
  - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
  - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
  - managing the budget of the nursing division of the health unit;
  - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
  - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

## **A.6 Occupational health nurses**

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

- the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;
- the rehabilitation of injured workers;
- preventative action in relation to occupational hazards that may lead to injury and/or illness;
- immediate and continuing treatment of occupational injuries and/or illness;
- health promotion; and
- the counselling of clients on health related matters.

### **A.6.1 Occupational health nurse—level 1**

(a) An employee at this level:

- (i) is an RN with at least four years post registration experience; and
- (ii) performs duties in relation to occupational health consistent with:
  - giving direct nursing care to a group of clients;
  - assessing nursing care needs of clients; and
  - participating in provision of education to clients.

### **A.6.2 Occupational health clinical nurse—level 2**

(a) An employee at this level:

- (i) is an RN with at least four years post registration experience; and
- (ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level 1.

Appointment to level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Payment at this level will commence when the employer receives reasonable proof from the employee that the qualification has been obtained. The onus of proof rests with the employee.

(b) The duties of an employee at this level may include, but are not necessarily confined to:

- the prevention of injury/illness;
- rehabilitation; and

- occupational hazard identification.

#### **A.6.3 Senior occupational health clinical nurse**

An employee at this level is an RN with at least five years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.

#### **A.6.4 Occupational health nurse consultant—level 3**

An employee at this level is an RN with at least five years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to five or more Occupational nurses and/or Occupational health clinical nurses.

### **A.7 Nurse Practitioner**

A **Nurse practitioner:**

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

#### **A.7.1 Role of a licensed Nurse practitioner**

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

#### **A.7.2 Scope of practice**

The scope of practice of the Nurse practitioner is determined by the context in which:

- (a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

DRAFT

## Schedule B—Summary of Hourly Rates of Pay

Rates updated as a result of AWR 2017

NOTE: Employers who meet their obligations under this schedule are meeting their obligations under the award.

### B.1 Nursing assistant

#### B.1.1 Full-time and part-time employees—ordinary and penalty rates

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	\$	\$	\$	\$	\$	\$
1st year	19.96	22.46	22.95	29.94	34.93	39.92
2nd year	20.29	22.83	23.33	30.44	35.51	40.58
3rd year and thereafter	20.63	23.21	23.72	30.95	36.10	41.26
Experienced	21.29	23.95	24.48	31.94	37.26	42.58

#### B.1.2 Full-time and part-time employees—overtime rates

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
1st year	29.94	39.92	39.92	49.90
2nd year	30.44	40.58	40.58	50.73
3rd year and thereafter	30.95	41.26	41.26	51.58
Experienced	31.94	42.58	42.58	53.23

**B.1.3 Casual employees—ordinary and penalty rates**

	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	125%	137.5%	140%	175%	200%	225%
	\$	\$	\$	\$	\$	\$
1st year	24.95	27.45	27.94	34.93	39.92	44.91
2nd year	25.36	27.90	28.41	35.51	40.58	45.65
3rd year and thereafter	25.79	28.37	28.88	36.10	41.26	46.42
Experienced	26.61	29.27	29.81	37.26	42.58	47.90

**B.2 Enrolled nurses**

**B.2.1 Full-time and part-time employees—ordinary and penalty rates**

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	\$	\$	\$	\$	\$	\$
<b>Student enrolled nurse</b>						
Less than 21 years	18.48	20.79	21.25	27.72	32.34	36.96
21 years and over	19.44	21.87	22.36	29.16	34.02	38.88
<b>Enrolled nurse</b>						
Pay point 1	21.69	24.40	24.94	32.54	37.96	43.38
Pay point 2	21.97	24.72	25.27	32.96	38.45	43.94
Pay point 3	22.26	25.04	25.60	33.39	38.96	44.52
Pay point 4	22.59	25.41	25.98	33.89	39.53	45.18
Pay point 5	22.81	25.66	26.23	34.22	39.92	45.62

**B.2.2 Full-time and part-time employees—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	\$	\$	\$	\$
<b>Student enrolled nurse</b>				
Less than 21 years	27.72	36.96	36.96	46.20
21 years and over	29.16	38.88	38.88	48.60
<b>Enrolled nurse</b>				
Pay point 1	32.54	43.38	43.38	54.23
Pay point 2	32.96	43.94	43.94	54.93
Pay point 3	33.39	44.52	44.52	55.65
Pay point 4	33.89	45.18	45.18	56.48
Pay point 5	34.22	45.62	45.62	57.03

**B.2.3 Casual employees—ordinary and penalty rates**

	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	125%	137.5%	140%	175%	200%	225%
	\$	\$	\$	\$	\$	\$
<b>Student enrolled nurse</b>						
Less than 21 years	23.10	25.41	25.87	32.34	36.96	41.58
21 years and over	24.30	26.73	27.22	34.02	38.88	43.74
<b>Enrolled nurse</b>						
Pay point 1	27.11	29.82	30.37	37.96	43.38	48.80
Pay point 2	27.46	30.21	30.76	38.45	43.94	49.43
Pay point 3	27.83	30.61	31.16	38.96	44.52	50.09
Pay point 4	28.24	31.06	31.63	39.53	45.18	50.83
Pay point 5	28.51	31.36	31.93	39.92	45.62	51.32

**B.3 Registered nurses****B.3.1 Full-time and part-time employees—ordinary and penalty rates**

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Minimum entry rates</b>						
Four year degree	24.22	27.25	27.85	36.33	42.39	48.44
Masters degree	25.06	28.19	28.82	37.59	43.86	50.12
<b>Registered nurse</b>						
<b>Level 1</b>						
Pay point 1	23.20	26.10	26.68	34.80	40.60	46.40
Pay point 2	23.67	26.63	27.22	35.51	41.42	47.34
Pay point 3	24.26	27.29	27.90	36.39	42.46	48.52
Pay point 4	24.90	28.01	28.64	37.35	43.58	49.80
Pay point 5	25.67	28.88	29.52	38.51	44.92	51.34
Pay point 6	26.41	29.71	30.37	39.62	46.22	52.82
Pay point 7	27.17	30.57	31.25	40.76	47.55	54.34
Pay point 8 and thereafter	27.88	31.37	32.06	41.82	48.79	55.76
<b>Level 2</b>						
Pay point 1	28.62	32.20	32.91	42.93	50.09	57.24
Pay point 2	29.07	32.70	33.43	43.61	50.87	58.14
Pay point 3	29.58	33.28	34.02	44.37	51.77	59.16
Pay point 4 and thereafter	30.06	33.82	34.57	45.09	52.61	60.12
<b>Level 3</b>						
Pay point 1	31.03	34.91	35.68	46.55	54.30	62.06
Pay point 2	31.60	35.55	36.34	47.40	55.30	63.20
Pay point 3	32.14	36.16	36.96	48.21	56.25	64.28
Pay point 4 and thereafter	32.72	36.81	37.63	49.08	57.26	65.44



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	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	\$	\$	\$	\$	\$	\$
<b>Level 4<sup>1</sup></b>						
Grade 1	35.42			53.13	61.99	70.84
Grade 2	37.95			56.93	66.41	75.90
Grade 3	40.17			60.26	70.30	80.34
<b>Level 5<sup>1</sup></b>						
Grade 1	35.74			53.61	62.55	71.48
Grade 2	37.63			56.45	65.85	75.26
Grade 3	40.17			60.26	70.30	80.34
Grade 4	42.67			64.01	74.67	85.34
Grade 5	47.06			70.59	82.36	94.12
Grade 6	51.49			77.24	90.11	102.98

<sup>1</sup> Shift penalties do not apply to Registered nurse levels 4 and 5 in accordance with clause 14.2(e)

**B.3.2 Full-time and part-time employees—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
<b>Minimum entry rates</b>				
Four year degree	36.33	48.44	48.44	60.55
Masters degree	37.59	50.12	50.12	62.65
<b>Registered nurse</b>				
<b>Level 1</b>				
Pay point 1	34.80	46.40	46.40	58.00
Pay point 2	35.51	47.34	47.34	59.18
Pay point 3	36.39	48.52	48.52	60.65
Pay point 4	37.35	49.80	49.80	62.25
Pay point 5	38.51	51.34	51.34	64.18

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pay point 6	39.62	52.82	52.82	66.03
Pay point 7	40.76	54.34	54.34	67.93
Pay point 8 and thereafter	41.82	55.76	55.76	69.70
<b>Level 2</b>				
Pay point 1	42.93	57.24	57.24	71.55
Pay point 2	43.61	58.14	58.14	72.68
Pay point 3	44.37	59.16	59.16	73.95
Pay point 4 and thereafter	45.09	60.12	60.12	75.15
<b>Level 3</b>				
Pay point 1	46.55	62.06	62.06	77.58
Pay point 2	47.40	63.20	63.20	79.00
Pay point 3	48.21	64.28	64.28	80.35
Pay point 4 and thereafter	49.08	65.44	65.44	81.80
<b>Level 4<sup>1</sup></b>	–	–	–	–
<b>Level 5<sup>1</sup></b>	–	–	–	–

<sup>1</sup> Overtime rates do not apply to Registered nurse levels 4 and 5 in accordance with clause 15.1(b)

**B.3.3 Casual employees—ordinary and penalty rates**

	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Minimum entry rates</b>						
Four year degree	30.28	33.30	33.91	42.39	48.44	54.50
Masters degree	31.33	34.46	35.08	43.86	50.12	56.39

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	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Registered nurse</b>						
<b>Level 1</b>						
Pay point 1	29.00	31.90	32.48	40.60	46.40	52.20
Pay point 2	29.59	32.55	33.14	41.42	47.34	53.26
Pay point 3	30.33	33.36	33.96	42.46	48.52	54.59
Pay point 4	31.13	34.24	34.86	43.58	49.80	56.03
Pay point 5	32.09	35.30	35.94	44.92	51.34	57.76
Pay point 6	33.01	36.31	36.97	46.22	52.82	59.42
Pay point 7	33.96	37.36	38.04	47.55	54.34	61.13
Pay point 8 and thereafter	34.85	38.34	39.03	48.79	55.76	62.73
<b>Level 2</b>						
Pay point 1	35.78	39.35	40.07	50.09	57.24	64.40
Pay point 2	36.34	39.97	40.70	50.87	58.14	65.41
Pay point 3	36.98	40.67	41.41	51.77	59.16	66.56
Pay point 4 and thereafter	37.58	41.33	42.08	52.61	60.12	67.64
<b>Level 3</b>						
Pay point 1	38.79	42.67	43.44	54.30	62.06	69.82
Pay point 2	39.50	43.45	44.24	55.30	63.20	71.10
Pay point 3	40.18	44.19	45.00	56.25	64.28	72.32
Pay point 4 and thereafter	40.90	44.99	45.81	57.26	65.44	73.62
<b>Level 4<sup>1</sup></b>						
Grade 1	44.28			61.99	70.84	79.70
Grade 2	47.44			66.41	75.90	85.39
Grade 3	50.21			70.30	80.34	90.38
<b>Level 5<sup>1</sup></b>						
Grade 1	44.68			62.55	71.48	80.42

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	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
<b>% of minimum hourly rate</b>						
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Grade 2	47.04			65.85	75.26	84.67
Grade 3	50.21			70.30	80.34	90.38
Grade 4	53.34			74.67	85.34	96.01
Grade 5	58.83			82.36	94.12	105.89
Grade 6	64.36			90.11	102.98	115.85

<sup>1</sup> Shift penalties do not apply to Registered nurse levels 4 and 5 in accordance with clause 14.2(e)

**B.4 Nurse practitioner**

**B.4.1 Full-time and part-time employees—ordinary and penalty rates**

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
<b>% of minimum hourly rate</b>						
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1st year	35.71	40.17	41.07	53.57	62.49	71.42
2nd year	36.77	41.37	42.29	55.16	64.35	73.54

**B.4.2 Full-time and part-time employees—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
<b>% of minimum hourly rate</b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
1st year	53.57	71.42	71.42	89.28
2nd year	55.16	73.54	73.54	91.93

**B.4.3 Casual employees—ordinary and penalty rates**

	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>
	\$	\$	\$	\$	\$	\$
1st year	44.64	49.10	49.99	62.49	71.42	80.35
2nd year	45.96	82.73	50.56	64.35	73.54	82.73

**B.5 Occupational health nurse****B.5.1 Full-time and part-time employees—ordinary and penalty rates**

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	\$	\$	\$	\$	\$	\$
<b>Level 1</b>						
Pay point 1	24.90	28.01	28.64	37.35	43.58	49.80
Pay point 2	25.67	28.88	29.52	38.51	44.92	51.34
Pay point 3	26.41	29.71	30.37	39.62	46.22	52.82
Pay point 4	27.17	30.57	31.25	40.76	47.55	54.34
Pay point 5	27.88	31.37	32.06	41.82	48.79	55.76
<b>Level 2</b>						
Pay point 1	28.62	32.20	32.91	42.93	50.09	57.24
Pay point 2	29.07	32.70	33.43	43.61	50.87	58.14
Pay point 3	29.58	33.28	34.02	44.37	51.77	59.16
Pay point 4	30.06	33.82	34.57	45.09	52.61	60.12
<b>Senior occupational health clinical nurse</b>	30.06	33.82	34.57	45.09	52.61	60.12

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	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
<b>% of minimum hourly rate</b>						
	<b>100%</b>	<b>112.5%</b>	<b>115%</b>	<b>150%</b>	<b>175%</b>	<b>200%</b>
	\$	\$	\$	\$	\$	\$
<b>Level 3</b>						
Pay point 1	31.03	34.91	35.68	46.55	54.30	62.06
Pay point 2	31.60	35.55	36.34	47.40	55.30	63.20
Pay point 3	32.14	36.16	36.96	48.21	56.25	64.28
Pay point 4 and thereafter	32.72	36.81	37.63	49.08	57.26	65.44

**B.5.2 Full-time and part-time employees—overtime rates**

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
<b>% of minimum hourly rate</b>				
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	\$	\$	\$	\$
<b>Level 1</b>				
Pay point 1	37.35	49.80	49.80	62.25
Pay point 2	38.51	51.34	51.34	64.18
Pay point 3	39.62	52.82	52.82	66.03
Pay point 4	40.76	54.34	54.34	67.93
Pay point 5	41.82	55.76	55.76	69.70
<b>Level 2</b>				
Pay point 1	42.93	57.24	57.24	71.55
Pay point 2	43.61	58.14	58.14	72.68
Pay point 3	44.37	59.16	59.16	73.95
Pay point 4	45.09	60.12	60.12	75.15
<b>Senior occupational health clinical nurse</b>	45.09	60.12	60.12	75.15
<b>Level 3</b>				
Pay point 1	46.55	62.06	62.06	77.58
Pay point 2	47.40	63.20	63.20	79.00
Pay point 3	48.21	64.28	64.28	80.35

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	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	<b>% of minimum hourly rate</b>			
	<b>150%</b>	<b>200%</b>	<b>200%</b>	<b>250%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Pay point 4 and thereafter	49.08	65.44	65.44	81.80

**B.5.3 Casual employees—ordinary and penalty rates**

	Minimum casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	<b>% of minimum hourly rate</b>					
	<b>125%</b>	<b>137.5%</b>	<b>140%</b>	<b>175%</b>	<b>200%</b>	<b>225%</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Level 1</b>						
Pay point 1	31.13	34.24	34.86	43.58	49.80	56.03
Pay point 2	32.09	35.30	35.94	44.92	51.34	57.76
Pay point 3	33.01	36.31	36.97	46.22	52.82	59.42
Pay point 4	33.96	37.36	38.04	47.55	54.34	61.13
Pay point 5	34.85	38.34	39.03	48.79	55.76	62.73
<b>Level 2</b>						
Pay point 1	35.78	39.35	40.07	50.09	57.24	64.40
Pay point 2	36.34	39.97	40.70	50.87	58.14	65.41
Pay point 3	36.98	40.67	41.41	51.77	59.16	66.56
Pay point 4	37.58	41.33	42.08	52.61	60.12	67.64
<b>Senior occupational health clinical nurse</b>	37.58	41.33	42.08	52.61	60.12	67.64
<b>Level 3</b>						
Pay point 1	38.79	42.67	43.44	54.30	62.06	69.82
Pay point 2	39.50	43.45	44.24	55.30	63.20	71.10
Pay point 3	40.18	44.19	45.00	56.25	64.28	72.32
Pay point 4 and thereafter	40.90	44.99	45.81	57.26	65.44	73.62

## Schedule C—Summary of Monetary allowances

Monetary amounts adjusted as a result of AWR 2017

See clause 11 for full details of allowances payable under this award.

### C.1 Wage related allowances

The wage related allowances in this award are based on the standard rate as defined in Schedule E as the minimum weekly rate for a Registered nurse–level 1, pay point 1 in clause 10.3 = **\$881.50**

Allowance	Clause	% of standard rate \$881.50	\$ per 24 hour period or part thereof
On-call allowance	11.3(a)		
Between rostered shifts or ordinary hours on:			
Monday to Friday inclusive		2.35	20.72
Saturday		3.54	31.21
Sunday, public holiday or non-rostered day		4.13	36.41

#### C.1.1 Adjustment of wage related allowances

Wage related allowances are adjusted in accordance with increases to wages and are based on a percentage of the standard rate as specified.

### C.2 Expense related allowances

The following expense related allowances will be payable to employees in accordance with clause 11.4:

Allowance	Clause	\$
Uniform allowance, the lesser of:	11.4(a)(ii)	
Per shift or part thereof; OR		1.23 per shift or part thereof
Per week		6.24 per week
Laundry allowance, the lesser of:	11.4(a)(iii)	
Per shift or part thereof; OR		0.32 per shift or part thereof
Per week		1.49 per week
Meal allowances		
Overtime	11.4(b)(i)	12.62 per occasion
Overtime–further four hours	11.4(b)(ii)	11.37 per occasion
Travelling, transport and fares–own vehicle	11.4(c)(i)	0.78 per km



**C.3 Adjustment of expense related allowances**

**C.3.1** At the time of any adjustment to the [standard rate](#), each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

**C.3.2** The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take-away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

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## Schedule D—2016 Part-day public holidays

This provision is being reviewed in [AM2014/301](#)

This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.

- D.1** Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December 2016) or New Year's Eve (31 December 2016) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:
- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
  - (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
  - (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00 pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
  - (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
  - (e) Excluding annualised salaried employees to whom clause D.1(f) applies, where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
  - (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00 pm and midnight.
  - (g) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause D.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

This schedule is not intended to detract from or supplement the NES.

This schedule is an interim provision and subject to further review.

## Schedule E—Definitions

Placement of the **Definitions** to be determined by Plain Language Process. See [\[2017\] FWCFB 3433](#) at [333].

In this award, unless the contrary intention appears:

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

**ADO** mean accrued day off

**afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day

**defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

**employee** means national system employee within the meaning of the Act

**employer** means national system employer within the meaning of the Act

**exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

Definition of **health industry** has been changed in accordance with [\[2017\] FWCFB 3433](#) at [339].

**health industry** ~~means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services~~ has the meaning given in clause 3.2

**MySuper product** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

**NES** means the National Employment Standards as contained in [sections 59 to 131](#) of the ~~*Fair Work Act 2009*~~ Act

**night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day

**on-hire** means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client

**standard rate** means the minimum weekly rate for a Registered nurse—level 1 Pay point 1 in clause 10.3(a)

**shiftworker** means an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 8.1(a)

## Schedule F—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree that the employee will take a period of paid annual leave before the employee has accrued an entitlement to the leave:**

The amount of leave to be taken in advance is: \_\_\_\_ hours/days

The leave in advance will commence on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*[If the employee is under 18 years of age - include:]*

**I agree that:**

**if, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.**

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

## Schedule G—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Name of employee: \_\_\_\_\_

Name of employer: \_\_\_\_\_

**The employer and employee agree to the employee cashing out a particular amount of the employee’s accrued paid annual leave:**

The amount of leave to be cashed out is: \_\_\_\_ hours/days

The payment to be made to the employee for the leave is: \$\_\_\_\_\_ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the employee on: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Signature of employee: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

Name of employer representative: \_\_\_\_\_

Signature of employer representative: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_

*Include if the employee is under 18 years of age:*

Name of parent/guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

Date signed: \_\_\_\_/\_\_\_\_/20\_\_\_\_