



DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Royal District Nursing Service Ltd T/A RDNS Ltd
(AG2015/2837)

ROYAL DISTRICT NURSING SERVICE - TASMANIA - NURSES ENTERPRISE AGREEMENT 2012

Tasmania

COMMISSIONER LEE

MELBOURNE, 12 JUNE 2015

Application for variation of the Royal District Nursing Service - Tasmania - Nurses Enterprise Agreement 2012.

[1] An application has been made for approval of a variation to *Royal District Nursing Service - Tasmania - Nurses Enterprise Agreement 2012* (the Agreement). The application was made by Royal District Nursing Service - Tasmania - Nurses Enterprise Agreement 2012 pursuant to section 210 of the *Fair Work Act 2009* (the Act).

[2] The application seeks approval of an amendment to the nominal expiry date of the agreement at clause 1.4 and adjustments to wages and allowances in Appendix 1 of the Agreement.

[3] I am satisfied that each of the requirements of ss.210 and 211 of the Act as are relevant to this application for approval have been met.

[4] The variation is approved and a consolidated version of the Agreement, as varied, is attached to this decision.

[5] In accordance with s.216 of the Act, the variation operates from 12 June 2015.



COMMISSIONER

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Royal District Nursing Service

-Tasmania-

Nurses Enterprise Agreement

2012

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Part 1 Arrangement

1.1 Title

This Agreement shall be known as the:

Royal District Nursing Service- Tasmania- Nurses Enterprise Agreement 2012.

1.2 Application of Agreement and Parties Bound

- (a) The parties to this Agreement are the Royal District Nursing Service (“RDNS”);
- (b) All employees covered by classifications in Part 5 of this Agreement and employed for the purposes of providing TAS CAREPOINT; and
- (c) The parties acknowledge and agree that the Australian Nursing Federation Tasmania Branch (“ANF Tasmania”) will make application to be covered by this Agreement in accordance with section 183 of the Fair Work Act.

1.3 Scope of the Agreement and Relationship to the National Employment Standards

- (a) The National Employment Standards (“NES”) and this Agreement contain the minimum terms and conditions of employment for employees covered by the Agreement and shall apply to nurses employed by RDNS in Tasmania for the purposes of providing TAS CAREPOINT.
- (b) Entitlements in accordance with the NES are provided for under the *Fair Work Act 2009*.
- (c) Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.
- (d) This Agreement is a comprehensive Agreement and overrides all other Award provisions

1.4 Date and period of Operation

- (a) This Agreement comes into operation 7 days after approval by Fair Work Australia and has a nominal expiry date of 31 July 2016.
- (b) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

1.5 Values

- (a) RDNS operates in a very dynamic and cost competitive environment in which there are increasing pressures such as the growth and demand for in-home healthcare services, growth in the range of for-profit private providers, the increasing importance of service quality, and the ageing and complexity of our client base that require RDNS to be adaptable to current and future service demands from clients and consumers.

- (b) RDNS seeks to deliver the highest level of client care and customer service in the most efficient manner – and to be fully accountable and responsible with our use of resources.
- (c) For the purpose of this agreement services include services provided remotely and with other technologies as the organisation chooses to adopt.

1.6 Posting of the Agreement

A copy of this Agreement and the NES shall be available electronically so as easily accessed by employees.

1.7 Capability to Vary Agreement

An application to vary any terms of this Agreement may be made under Part 2-4 Division 7 of the *Fair Work Act 2009*

1.8 Definitions

In this Agreement except where the context requires otherwise:

- (a) “Employer” means the Royal District Nursing Service (RDNS) ABN: 49 052 188 717.
- (b) “Employee” means a Nurse employed by Royal District Nursing Service in the State of Tasmania.
- (d) “Award” means the *Nurses Award 2010* [MA000033] (“the Nurses Award”).
- (e) “RDNS” means all facilities and services that are the responsibility of Royal District Nursing Service in the state of Tasmania.
- (f) “RDNS Board” means people comprising Royal District Nursing Service Board of Directors.
- (g) “Board” means the Nurses’ and Midwives’ Board.
- (h) “TASMANIA” means the Australian Nursing Federation – Tasmania.
- (i) “FTE” shall mean full time equivalent.
- (j) “Extended leave” includes long service leave, parental leave, and long-term WorkCover absences.
- (k) “Act” refers to *Fair Work Act 2009*.
- (l) “Ordinary pay” means remuneration for an employee’s normal weekly hours of work calculated at the employee’s ordinary time rate of pay provided for by this Agreement, at the time the change takes effect.
- (m) A year of experience means experience (as defined) gained from working 1786 hours per annum.

- (n) Registered Nurse means a person enrolled by the Nurses' and Midwives' Board.
- (o) Enrolled Nurse means a person enrolled by the Nurses' and Midwives' Board.
- (p) "Nurse" includes Registered Nurses, Enrolled Nurses and Nursing Assistant.
- (q) "NES" means the National Employment Standards.
- (r) Continuous service means as defined in Section 22 of the Fair Work Act 2009.
- (s) Day worker means an employee whose 'ordinary' hours of work will be between 6.00 am and 7.00 pm Monday to Friday.
- (t) "Shift Worker" means a worker who is not a day worker as defined.
- (u) "Standard Rate" means the standard rate for a registered nurse, Level 1 Pay Point 1.

1.9 No Extra Claims

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

Part 2 Staffing and arrangements

2.1 Types of Employment

At the time of engagement RDNS will inform each employee in writing whether they are employed on a full-time, part-time or casual basis.

2.2 Full time employment

A full time employee is one who is engaged to work 38 hours per week.

2.3 Part time employment

- (a) A part time employee is an employee who is engaged to work less than an average of 38 hours per week and whose hours of work are reasonably predictable.
- (b) The setting of ordinary hours of work for a part time employee will be on a per fortnight basis and will be mutually agreed in writing
- (c) The terms of the agreed hours may be varied by agreement and confirmed in writing.
- (d) The terms of this Agreement 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.
- (e) Part time employees will be paid for a minimum of two ordinary hours pay for each period of engagement.

2.3.1 Review of Hours – Part-time Employees

Where the employee is regularly working more than their specified contract hours for greater than a 12 month period they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request giving consideration to the operational needs of RDNS.

2.4 Casual Nurse Bank Staff

RDNS may establish a Nurse Bank to assist with staff replacement and meet operational contingencies.

2.5 Casual Employment

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual employee will be paid shift penalties calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) With respect to a casual employee, the provisions of the Hours of Work, Rosters, Overtime; Paid Annual Leave and Leave Loading; Paid Personal/Carer's Leave (excluding unpaid carer's leave); Long Service Leave; Paid Compassionate Leave (excluding unpaid compassionate leave) shall not apply.

2.6 Casual Conversion

- (a) A casual employee who has worked on a regular and systematic basis is more appropriately classified as a part time or full time employee. RDNS will provide an offer of part time or full time employment to the employee which shall not be unreasonably refused. In the event the employee rejects the offer of permanent employment, RDNS may advertise the position to be filled on a permanent basis.
- (b) A casual employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

2.7 Fixed term Employment

- (a) Fixed term employment will only be used for "true fixed term arrangements".
- (b) "True fixed term arrangements" include, but are not limited to, employment in graduate nurse positions, replacement of employees on maternity leave, long term WorkCover, parental leave or long service leave, employment in special projects, employment in services where the contract is of a fixed duration and post-graduate training.
- (c) RDNS shall provide each employee with a letter of appointment.

2.8 Workload Management

- (a) RDNS and employees acknowledge that as business develops in Tasmania it is possible that the volume and location of client care work will fluctuate. The staffing profile will, as a result, be actively monitored and adjusted as required to maintain safe and efficient workloads.
- (b) In the event of expansion of business of the TasCarePoint business, RDNS in conjunction with employees and their representatives may review the classification structure of that service.

2.9 Hours of Work

The ordinary hours of work for a full-time employee will be 38 hours per week, or 76 hours per fortnight or 152 hours over 28 days.

- (a) The shift length or ordinary hours of work per day will be a maximum of 10 hours, exclusive of meal breaks.
- (b) Notwithstanding the above, on the individual employee's written request and with the agreement of RDNS, a full time employee may work a variation from the standard shift length to meet family responsibilities or personal commitments provided that the shift length will not exceed 10 hours.
- (c) Each employee must be free from duty no less than two full days in each week or four full days in each fortnight, or 8 full days in a 28 day cycle. Where practicable such days off must be consecutive.

2.9.1 Accumulation and taking of accrued days off (ADOs)

- (a) Where an employee is required to work a pattern or roster that generates an entitlement to ADOs, such ADOs 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 three 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.

2.10 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 and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- (c) 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.
- (d) Seven days' notice of a change of roster will be given by the employer to an employee. If seven days notice of change of roster is not provided to an employee, then RDNS will discuss with the employee their availability to undertake the changed shifts and will be with mutual agreement. except that, a roster may be altered at any time to enable the functions of RDNS 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, the day off instead will be as mutually arranged.

2.11 Saturday and Sunday work

- (a) Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- (b) Where an employee, other than a day worker, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period

2.12 Balancing Work and Family Commitments

- (a) Nurses may elect, with mutual agreement with RDNS, to work their shift in a non standard manner. Where an employee works less than 5 hours in their rostered shift, they may elect to work an additional set of hours in the same day provided not more than 10 hours are worked in a 24 hour period. The process to obtain these shifts is as follows:

- (b) Employees submit a request in writing on a yearly basis to the operational manager to be considered for such an arrangement.

2.13 Span of Hours

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 7.00 pm Monday to Friday.
- (b) RDNS will have the capacity to use a span of 6.00 am and 8:00 pm when appropriate to meet service needs of the Clients.
- (c) Extension of an employee's span of hours, as described in 2.13(b), must be mutually agreed upon by employer and employee.

2.14 Overtime

- (a) Overtime will be paid to a full time employee where the employee is requested or directed by RDNS to perform work in addition to 76 hours in a fortnight or in respect to an employee performing shifts in accordance with 2.14(b).
- (b) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 2.9(a), are to be paid as follows:
- Monday to Saturday (inclusive)–time and a half for the first two hours and double time thereafter;
 - Sunday–double time;
 - Public holidays–double time and a half.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 2.19 and clause 2.11.
- (d) Overtime penalties as prescribed in clause 2.14 do not apply to Registered Nurse Level 4.

2.14.1 Part-time employees

- (a) Where a part time Employee either requests or agrees to work hours or shifts additional to their contracted hours but less than either eight (8) hours in one (1) day, as applicable, or thirty eight (38) hours in one (1) week, remuneration will be at ordinary rates only.
- (b) Provided that where a part time Employee is directed to work hours or shifts additional to their contracted hours, remuneration for such time will be at the appropriate overtime rate as per 2.14(b).

2.14.2 Time off instead of payment for overtime

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

- (c) An employee may elect to be paid at ordinary time for the time worked and in addition have time off at the ordinary rate of pay.

2.14.3 Recall – Overtime

- (a) An employee who is recalled to work during an off duty period where that work is not continuous with the next succeeding rostered period of duty will be paid overtime for a minimum of 3 hours pay at the appropriate overtime rate of pay
- (b) An employee recalled to work will not be required to work the full minimum hours if the work is completed in a shorter period.
- (c) Sub – clause 2.14.3(b) will not apply when overtime is continuous with completion or commencement of ordinary working time.
- (d) In lieu of receiving payment for overtime worked in accordance with this clause, employees may, with the consent of RDNS, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between RDNS and the employee, provided that the accrual of such leave shall not extend beyond a 28 day period. Where the leave is not taken within 28, days payment shall be made in accordance with Clause 2.14 of this Agreement.

2.14.4 Rest period after recall – Overtime (including Saturday and Sunday)

- (a) When overtime work including recall work (but excluding telephone recall work) is necessary, it should be arranged so that employees have at least 10 consecutive hours off duty between that work and the next successive shift.
- (b) An employee who works so much overtime or recall work (excluding telephone recall work) between the termination of his/her last previous rostered ordinary hours of duty that the employee would not have had at least 10 consecutive hours off duty between the completion of overtime/recall and the commencement of the next rostered shifts, then subject to this clause, the employee has had 10 consecutive hours off duty without the loss of pay for rostered ordinary hours occurring during such absence

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

2.15 On call.

- (a) An employee may be rostered to be 'on call' (that is to be available to be recalled to duty in that period of time beyond the employee's rostered hours of work). RDNS staff that are on call are provided with a mobile telephone, or a device with similar capacity.

- (b) If RDNS requires an employee to be on call when off duty, the employee shall be paid in addition to any other amount payable, a sum equal to \$50.00.

2.16 Meal and Tea Breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Workload allocations provide that employees have their meal break, however, an employee may elect when to take this meal break. If the employee elects to take the meal break after working in excess of 5 hours and within 7 hours, overtime will not be payable to the employee.
- (b) 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, taking into account the requirements of the clients, the employee and their role and the organisation.
- (c) Subject to agreement between RDNS and employee, such breaks may alternatively be taken as one 20 minute tea break.

2.17 Daylight Savings

- (a) Where an employee works on a shift during which time changes because of the introduction of or cessation to, daylight saving, that employee will be deemed to have worked the "daylight savings shift".
- (b) An employee working the daylight savings shift will be paid for the actual hours worked.
- (c) Where the employee's shift extends beyond the rostered daylight savings shift, the overtime provisions will apply.

Part 3 Wages and allowance related matters

3.1 Rates of Pay

- (a) The rates of pay are as per Appendix 1 Wages and Allowances.
- (b) The increases in rates of pay are effective as of the first pay period on or after the date nominated in Appendix 1.

3.2 Progression through Pay Points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in 'Part 5 Classifications' and knowledge gained through experience in the practice settings over such a period.

3.3 Payment of Wages

Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

- a) The pay day and time of payment shall not be varied, except after consultation with employee/s concerned.
- b) When a public holiday falls on a normal payday wages shall be paid no later than the next business day following the usual payday.
- c) Any employee who suffers a penalty due to the later payment of the wages due to the Public Holiday, shall be reimbursed by RDNS
- d) Employees will be paid by electronic funds transfer, into the bank or financial institution account nominated by the employee
- e) When an employee has given notice of termination of employment or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee on the day of the termination or at a mutually agreed date.

Allowances

3.4 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 their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (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 7.00 pm on that day.

3.4.1 For the purposes of this clause:

- (a) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 7.00 pm on the same day; and
- (b) Night shift means any shift commencing on or after 7.00 pm and finishing before 7.30 am on the following day.

3.5 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid a mileage allowance of not less than the amount prescribed in Appendix 1.
- (b) When an employee is involved in travelling on duty, all reasonably agreed incurred expenses (such as road toll e tags) will be reimbursed by RDNS on production of receipted account(s) or other evidence acceptable to RDNS.'

3.6 Coordinator Allowance

- (a) An Enrolled Nurse who is appointed as a 'coordinator', will have their classification Enrolled Nurse Coordinator will in addition be paid a loading of 10% on their ordinary rate of pay, save for the circumstances at 3.6(b) below, to be calculated upon the applicable rate payable under this Agreement.
- (b) Appointment of an Enrolled Nurse to the classification Enrolled Nurse Coordinator will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of an employee other than a Enrolled Nurse employed in a similar area. An example of a net addition duties or functions is the assignment of a special project.

3.7 Higher duties

- (a) An employee, who is required to relieve a team leader or another employee in a higher classification than the one in which they are ordinarily employed, will be paid an allowance of \$20.00 per shift provided the relieving is for three days or more when the Team Leader is unavailable or un-contactable.
- (b) Higher duties allowance does not apply to Registered Nurse Level 4.

Allowances

3.8 Clothing and equipment

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate prescribed in Appendix 1. Where such employee's uniforms are not laundered by or at the

expense of the employer, the employee will be paid a laundry allowance prescribed in Appendix 1.

- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on 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.

3.9 Meal allowances

- (a) A meal allowance as prescribed in Appendix 1 will be paid, in addition to any overtime payment as follows:
 - (i) when required to work 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.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance as prescribed in Appendix 1.

3.10 Qualifications Allowance

3.10.1 The employee will be entitled to be paid a qualifications allowance of \$31.50 per week when:

- (a) The employee holds a qualification in a clinical field which is considered by RDNS to be directly relevant to the competencies and skills used in the duties of their position;
- (b) The qualification is from a recognised educational institution;
- (c) The employee has provided evidence to the employer of holding the qualification; and
- (d) The employee is available to work, competent to work and rostered to work and the qualification or skill is being utilised.

3.11 Superannuation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) RDNS shall make occupational superannuation contributions to the Fund. Superannuation contributions payable by RDNS into an approved fund will be

calculated with the Superannuation guarantee legislation, on the employee's pre salary packaging income, for the applicable classification as varied by this Agreement.

- (c) 'The Fund' for the purpose of this Agreement shall mean: Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto, or Health Super, or a regulated superannuation fund as per legislative requirements of employees and employers within the 'Choice of Superannuation Fund July 2006'.
- (d) RDNS shall participate in accordance with the trust fund deeds. Upon commencement of employment, RDNS shall provide each employee with membership forms for HESTA and HealthSuper funds and shall inform the employee of their right to nominate a complying superannuation fund as per legislative requirements. In the event that the employee has not completed an application form within 28 days, RDNS shall forward contributions and employee details to HESTA or Health Super (or their successors)
- (e) An employee may make additional contributions to the Fund from their salary and on receiving written authorisation from the employee, RDNS must commence transfer the additional contributions to the Fund.
- (f) Superannuation contributions shall be made on a monthly basis .

3.12 Salary Packaging

All full-time, and part-time, and casual staff covered by this Agreement will have access to salary packaging arrangements as follows:

- (a) By agreement between RDNS and the employee, an amount up to the proportion allowable under legislation may be salary packaged in accordance with RDNS policy on salary packaging.
- (b) The employee shall compensate RDNS from within their base remuneration, for any Fringe Benefit Tax (FBT) incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, RDNS may cease the employee's salary packaging arrangements.
- (c) The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and RDNS shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- (d) The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to

reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.

- (e) RDNS recommends to employees who are considering salary packaging that they seek independent financial advice. RDNS shall not be held responsible in any way for the cost or outcome of any such advice and furthermore, the parties agree that the employee shall pay for any costs associated with salary packaging.

Part 4 Public Holidays and leave related matters

4.1 Public Holidays

Public holidays are provided for in the NES. This clause contains additional provisions.

- (a) The following days shall be observed as public holidays within RDNS:
- New Year's Day,
 - Australia Day,
 - Good Friday,
 - Easter Monday,
 - Anzac Day,
 - Queen's Birthday,
 - 8 Hour Day,
 - Christmas Day,
 - Boxing Day, and
 - Hobart Regatta Day (south of Oatlands)
 - Recreation Day (first Monday in November, where Hobart Regatta day is not observed or such other day may be observed in the locality in lieu of any of the aforementioned days)
- (b) For clarity any applicable declared local public Holiday as determined by the *Statutory Holidays Act 2000* (Tasmania).
- (c) **Non-casual** employees who live in locations which do not have a local public holiday will be entitled to an extra day off, without loss of ordinary pay, to be taken between Christmas Day and New Year Day, subject to the rostering and operational requirements of RDNS. This day shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

4.1.1 Payment for work done on public holidays

All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay

Or,

Alternately an employee may elect to be paid at the ordinary rate of pay and have an additional one day off as time off in lieu of the additional payment.

4.1.2 Public Holiday Substitution

RDNS and the employees may, by mutual agreement, substitute another day for a public holiday.

4.1.3 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.

4.2 Parental Leave

- (a) For the purposes of this Agreement, “parental leave” means paid maternity leave and unpaid parental, and adoption leave.
- (b) Casual bank staff are not entitled to paid maternity leave from RDNS.
- (c) Subject to the terms of this clause employees are entitled to parental leave in accordance with the NES and to work part-time in connection with the birth or adoption of a child.
- (e) For the purposes of this Clause, “continuous service” is work for RDNS on a regular and systematic basis, which includes a period of authorised leave or absence.
- (f) RDNS must not fail to re-engage a casual employee because:
 - The employee or employee's spouse/partner is pregnant; or
 - The employee is, or has been, immediately absent on parental leave.
 - The rights of RDNS in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this sub-clause

4.2.1 Definitions for the RDNS Parental Leave Provision

- (a) For the purposes of this Agreement, “parental leave” means paid maternity leave and unpaid parental, and adoption leave
- (b) For the purpose of this clause, “child” means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- (c) For the purposes of this clause, “spouse” includes a de facto spouse, same sex partner, former spouse, or former de facto spouse.

4.2.2 Basic Entitlement

- (a) After 12 months continuous paid service with RDNS, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child in accordance with the NES.
- (i) The 12 months is reduced by the amount of any unpaid special maternity leave the employee has taken

4.2.3 Half Pay Provision

RDNS may allow an employee who is entitled to paid maternity leave to take that leave at half pay for a period equal to twice the period to which the employee would otherwise be entitled, subject to the total amount of leave taken not exceeding 52 weeks.

4.2.4 Paid Maternity Leave

- (a) A female employee, other than a casual employee, who has, or will have, at least 12 months continuous paid service with RDNS shall be entitled to the equivalent of 4 weeks paid maternity leave, this is in addition to any entitlement that primary care giver may be allowed under the a Federal Government Paid Parental Leave (PPL) scheme, to be taken in connection with the birth of her baby either before and/or after the birth. Subject to clause 4.2.3, if she is the primary caregiver, she shall be entitled to a further 48 weeks unpaid parental leave, provided that the period of parental leave does not extend beyond the child's first birthday.
- (b) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth of the child, RDNS may require the employee to provide a medical certificate stating that she is fit to return to normal duties.

4.2.5 Special Maternity Leave

- (a) Where the pregnancy of the employee terminates with less than 20 weeks of gestation, the employee may take unpaid special maternity leave or other paid leave (eg: personal or annual leave) for a period determined by a registered medical practitioner as necessary.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of special maternity leave and parental leave may not exceed 52 weeks.
- (c) Where leave is granted under 4.2.6(a), during the period of leave an employee may return to work at any time, as agreed between RDNS and the employee and supported by an appropriate medical certificate.

4.2.6 Pre-Natal Leave

- (a) Where an employee is required to attend pre-natal appointments or where parenting classes are only available or can only be attended during the employee's ordinary hours of work, then the employee shall access their family leave credit for such purpose on production of satisfactory evidence to this effect.
- (b) For the purposes of this clause, "parenting classes" are defined as classes conducted by a recognised health service to inform and assist expectant parents.

4.3 Personal / Carer's Leave

4.3.1 Definition of Immediate Family

- (a) A spouse (including former spouse), de facto partner or same sex defacto partner, child, parent, grandparent, grandchild, sibling of the employee or genuine member of the employee's household.and
- (b) A child, parent, grandparent, grandchild or sibling of the Employee or a spouse, de facto partner or former de facto partner of the Employee.

4.3.2 Accrual of Personal Leave

- (a) For each year of service with RDNS, a full time employee is entitled to 10 days of paid personal/carer's leave.
- (b) In respect to an employee who commenced employment prior to 18 May 2010, a full time employee shall be entitled to 14 days of paid personal/carer's leave.
- (c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service, according to the employee's ordinary hours of work and accumulates progressively from year to year, pro rata for part time employees.
- (d) Employees may access paid carer's leave in accordance with the NES

4.3.3 Absence due to illness or injury leave—documentary evidence

- (a) To be entitled to sick leave during the period, the employee must, in accordance with this section, give RDNS a document (the required document) of whichever of the following types applies:
 - (i) if it is reasonably practicable to do so—a medical certificate from a registered medical practitioner; or certificate from a dentist, physiotherapist (not employed by RDNS), psychologist, podiatrist, optometrist, osteopath, pharmacist, chiropractor or nurse practitioner (not employed by RDNS).
- (b) The required document must be given to RDNS as soon as reasonably practicable (which may be at a time before or after the sick leave has started).
- (c) The required document must include a statement to the effect that:
 - (i) in the registered medical practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
- (d) This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.
- (e) Provided that any Employee may be absent through sickness for one (1) day without furnishing evidence of such sickness as provided in sub-clause 2.43.4(a), on not more than five (5) occasions in any one (1) year of service. Evidence free days may be used up to a maximum of two (2) consecutive days. Further multi-day and any further single day absences once the evidence free days have been used must be evidenced.

- (f) RDNS shall provide and inform employees of a procedure for notification by employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time of notification and the name of the employee.
- (g) If a pattern of claims for sick leave is apparent, or the annual accrual is exhausted in any 12 month period, RDNS may request an employee provide a medical certificate to be the required document to meet the needs of reasonable evidence.

4.4 Entitlement to unpaid Carer's Leave for employees (inclusive of casual employees)

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

4.4.1 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102 of the Act.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
 - (iii) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Note: The notice and evidence requirements of section 107 of the Act must be complied with.

4.5 Compassionate Leave

The Employee is entitled to two (2) days paid compassionate leave per occasion on the death or serious illness or injury of a member of their immediate family or household. Proof that would satisfy a reasonable person of such death or serious illness or injury shall be furnished by the Employee to the Employer.

4.6 Long Service Leave

Long Service Leave accrual will be in accordance with the *Long Service Leave Act 1976* (Tasmania).

4.7 Continuing Professional Development

Fulltime employees will be entitled to 3 paid Continuing Professional Development leave days per calendar year. This leave will be pro rata for part time staff.

- a) Professional development leave may be utilised to attend study, workshops or conferences, inclusive of in house training related to the direct area of their employment, or for training in dispute resolution, industrial relations or occupational health and safety.
- b) An employee wishing to take professional development leave must apply in writing and supply information regarding the type of professional development and provide evidence of applicability to their role. Applications must be made at least 6 weeks prior to the proposed leave date
- c) Professional development leave must be approved by their line manager.
- d) An employee will be notified 4 weeks prior to the date of the proposed leave of the managers decision.

4.7.1 Professional Development Allowance

The Employer and Employees have a mutual obligation to invest in professional development activities relevant to the needs of the organisation.

- (a) Nurses will receive a professional development allowance of \$500.00 per annum (pro rata for part time staff based on contracted hours) paid in two (2) instalments of \$250.00, six (6) months apart.
- (b) Staff are required to maintain an accurate record of their professional development activity by updating the Employee Self Service system in a timely manner.
- (c) A periodic audit of these records will be undertaken and discrepancies investigated and corrected.
- (d) The first payment of the professional development allowance will be in the first pay period on or after a positive vote, and six monthly thereafter.

4.8 Annual Leave

Annual leave is provided for in the NES. This clause contains additional provisions.

4.8.1 Quantum of annual leave Nurses

- (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) For the purpose of the additional weeks annual leave provided by the NES, a shiftworker is defined as 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 shift worker for the purposes of clause 4.8.1(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 shift worker for the purposes of clause 4.8.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

4.8.2 Taking of leave

Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than five weeks.

4.8.3 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.

4.8.4 Annual leave loading

- a) In addition to their ordinary pay, an employee, other than a shift worker, 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) Shift workers, in addition to their ordinary pay, 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.

4.8.5 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.

4.8.6 Cash Out Annual Leave

- (a) An employee may “cash out” an amount of annual leave credited to the employee (in lieu of the amount of annual leave) subject to the following:
- (b) On each occasion the employee wishes to “cash out” an amount of annual leave, the employee must advise the Employer in writing, of the employee’s election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”; and
- (c) No more than 2 weeks accrued annual leave may be “cashed out” in any 12 month period; and
- (d) Notwithstanding the above, an employee’s “bank” of annual leave accrued must never fall below 4 weeks.

4.8.7 Cash out of Annual leave when reducing contract hours

Where an Employee elects to reduce their contracted hours, RDNS and the Employee will agree to either:

- (i) Cash out the excess leave hours plus the applicable leave loadings that are in excess of the accumulated weeks in the new contracted hours; or
- (ii) Elect to take leave at the pre-reduction rate in accordance with the general annual leave provisions until that excess leave balance is exhausted.

Such arrangements shall be by separate written agreement between RDNS and the Employee.

The amount of leave to be cashed out will leave the Employee with the same number of weeks of annual leave at the new contracted hours after the cash out.

Payout will be at the rate including any variations that would have applied as if the annual leave was taken.

4.9 Jury Duty

- (a) All permanent Employees required to attend for jury service during ordinary working hours will be reimbursed by RDNS an amount equal to the difference between the amount paid in respect of the Employee's attendance for jury service and the amount of ordinary hourly wage that the Employee would have received in respect of the ordinary time that the Employee would have worked had the Employee not been on jury duty.
- (b) Payment in accordance with clause (a) shall only be maintained for a 2-week period.
- (c) If an employee is required to remain on jury service for a period of longer than 2 weeks, RDNS will give consideration to extending the period of payment referred to in (b) of this Clause.
- (d) If the Employee is required for jury duty they must notify RDNS as soon as possible of the date upon which the Employee is required to attend. The Employee should also give RDNS proof of attendance, the duration of that attendance and the amount received in respect of the jury duty.

4.10 Community Service Leave

The employer will facilitate an employee who is a member of a voluntary emergency relief organisation such as the Country Fire Authority, Red Cross, St John Ambulance or the State Emergency Service to be released from normal duty for a period of 5 days unpaid leave or use of accrued annual leave, to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee. An employee so released to perform volunteer emergency duty will not be required to re-attend for work within 10 hours of completion of the volunteer duty even where rostered to do so and without loss of pay. The employer may request confirmation in writing from the relevant emergency authority that the employee was engaged in emergency work.

4.11 Ceremonial Leave

An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of RDNS.

Part 5 Classifications

5.1 Nursing assistant

- (a) Nursing assistant means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

5.2 Nursing care

- (a) 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 5.4.

5.3 Enrolled nurses

5.3.1 Enrolled nurse- Pay point 1

- (a) Year 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 course of training approved by the Australian Nursing and Midwifery Board for the purpose of being registered as an Enrolled Nurse with the Australian Health Professionals Registration Agency (AHPRA) or
 - 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.

5.3.2 Enrolled nurse- Pay point 2

- (a) Year 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 or more hours theory content or a course accredited at advanced certificate 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
- (i) 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.

5.3.3 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:
- (c) 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
- (d) the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (e) Skill indicators
- (i) 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.

5.3.4 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
- (i) 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.

5.3.5 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
- (i) 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.

5.4 Registered nurses

5.4.1 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:
- (i) delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- (ii) coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- (iii) providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- (iv) providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
- (v) accepting accountability for the employee's own standards of nursing care and service delivery; and
- (vi) participating in action research and policy development within the practice setting.

5.4.2 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.
- (c) 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.

5.4.3 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 and or Team Leader, and 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;
 - 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 and or Team Leader 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.

5.4.4 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;
 - 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 counseling for nursing staff

Part 6 Industrial Matters

6.1 Consultation

6.1.1 This term applies if:

- (a) RDNS has made a definite decision to introduce a major change to program, organisation structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

6.1.2 RDNS must notify the relevant employees of the decision to introduce the major change.

6.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.1.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise RDNS of the identity of the representative; RDNS must recognise the representative.

6.1.5 As soon as practicable after making its decision, RDNS must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures RDNS is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

6.1.6 However, RDNS is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.1.7 RDNS must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

6.1.8 If a term in the Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of RDNS, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

6.1.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of RDNS's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.
- (h) The transfer of business to another employer.

6.1.10 In this term, *relevant employees* means the employees who may be affected by the major change.

6.2 Dealing with Industrial Disputes

6.2.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards; this term sets out procedures to settle the dispute.

6.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

6.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

6.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

6.2.5 Fair Work Australia may deal with the dispute in 2 stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

6.2.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by RDNS to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

6.2.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

6.3 Individual Flexibility Arrangements

6.3.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement 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.

6.3.2 The employer and the individual employee must have genuinely made the Agreement without coercion or duress.

6.3.3 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 6.3.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

6.3.4 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.

6.3.5 The employer must give the individual employee a copy of the Agreement and keep the Agreement as a time and wages record.

6.3.6 Except as provided in clause 6.3.4(a) the Agreement must not require the approval or consent of a person other than the employer and the individual employee.

6.3.7 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. The employee may seek independent advice from an organisation or other relevant advocate.

6.3.8 The Agreement may be terminated:

- (a) by the employer or the individual employee giving four 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.
- 6.3.9** 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 Agreement

Part 7 General matters

7.1 Equipment to Support Excellent Service Provision

- (a) RDNS property may be provided to employees to support service as required by RDNS.
- (b) Employees are expected to ensure that such property is cared for and maintained in good order.
- (c) Upon termination of employment with RDNS, the employee must immediately return to RDNS, all property of RDNS that is in their possession, custody or control.
- (d) Where damage is identified to be due to wilful acts or omissions, the cost of replacement or repair will be borne by the employee.

7.2 Termination of Employment

- (a) Notice of termination by the employer
 - (i) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice in (a)(i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice prescribed in (a)(i) and/or (a)(ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the employee's ordinary hours of work (even if not standard hours); and

- (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the employee's contract of employment.
- (v) The period of notice in this clause does not apply:
- (1) in the case of dismissal for serious misconduct;
 - (2) to employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship Agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
 - (4) to casual employees.
- (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
- (b) Notice of termination by the employee
- (i) The notice of termination is required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
 - (ii) 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.
- (c) Time off work during notice period

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

7.3 Redundancy

- (a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

- **Transfer to lower paid duties**

- (b) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as the employee would be entitled to if the employee's employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks notice still owing.

- **Severance pay**

- (c) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

- (i) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

- (ii) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) Provided that the severance payments shall not exceed the amount the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Definitions

- (e) "Week's pay" means the ordinary time rate of pay for the employee concerned at the date of termination and shall include in addition to the ordinary pay any shift allowances and/ or weekend penalties.

Employee Leaving During Notice Period

- (f) An employee whose employment is terminated for reasons set out in paragraph (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

Alternative Employment

- (g) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable. Acceptable alternative employment means employment in the same discipline, without loss of income, within reasonable proximity of the employee's home and without imposition of a qualifying or probationary period.

Time off Period of Notice

- (h) During the period of notice of termination given by the employer an employee shall 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.
- (i) 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 shall, at the request of the employer, produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (j) For this purpose a statutory declaration will be sufficient.

Employees with Less Than One Year's Continuous Service

- (k) This clause does not apply to employees with less than one year's continuous service.

Employees Exempted

- (l) This clause shall not apply where employment has been terminated because the conduct as defined by Regulation 1.07 of the Fair Work Regulations of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

Part 8 Performance Improvement and Discipline

8.1 Performance Improvement

8.1.1 If an Employee's work performance is unsatisfactory or they achieve an 'Unacceptable' or 'Improvement Required' performance rating the employer will attempt to resolve the problem through procedures that:

- (a) Protect the interests of the employer and its Employees;
- (b) Are conducted fairly;
- (c) Ensure the Employee is aware of performance expectations;
- (d) Emphasise regular counselling; and
- (e) Aim to restore performance to an acceptable level.

For the purposes of this clause, 'unsatisfactory' is defined as work performance below the general standard reasonably expected by the employer for the classification level at which the Employee is employed.

8.1.2 The procedure for handling unsatisfactory performance will consist of the following steps:

- (a) Step 1- Specific guidance to improve performance:
 - (i) Discussions between an Employee and their supervisor will occur as and when issues arise which involve poor performance. Appropriate documented plans and/or action, to be developed in conjunction with the Employee, will be put into place to overcome identified problems and any training identified as required.
 - (ii) Reviews need to take place to guide and support an Employee to achieve and sustain the appropriate standard of performance.
 - (iii) The Employee will be given a reasonable period of time that is sufficient for the Employee to overcome any problems identified, which should normally not exceed three months.
 - (iv) A record of the counselling will be kept.
 - (v) The plans for rectification of any performance problems will be kept and a copy provided to the Employee.

(b) Step 2 – Detailed guidance:

Where the issue has not been resolved at the previous step in accordance with the plans established, a document may be issued by the manager which:

- (i) Gives a clear statement of expectations in terms of duties, responsibilities and performance levels;
- (ii) Details the problems which have not been rectified in accordance with the previous counselling;
- (iii) Confirms the standard required to achieve a satisfactory level of work performance;
- (iv) Specifies a reasonable timeframe for the Employee to reach and sustain the required standard of work performance; and
- (v) Sets out the likely consequences if the Employee does not reach and sustain the required standard of work performance.
- (vi) An Employee may seek the assistance of an Employee representative of their choice.

(c) Step 3 – Final Review and Recommendation:

When the employer has-

- (i) Exhausted the process of guidance and work performance management as set out above, and
- (ii) the Employee has not achieved the desired work performance outcome.

This step is taken to encompass a first warning under the disciplinary process and future management of the matter will be in accordance with part 8.2 - Discipline.

This procedure is subject to the provisions of the Act, which protects Employees from unfair or unlawful dismissal.

8.2 Discipline

- (a) The employer is committed to responsible and ethical behaviour in everything it does and recognises that honesty, integrity, and co-operation are the basis on which we build and maintain enduring community and business relationships.
- (b) As an employer of a skilled and dedicated workforce, the employer anticipates that its Employees will comply with high ethical standards in all aspects of their workplace behaviour.

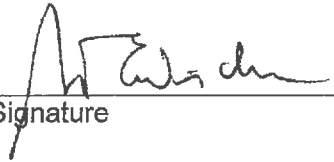
- (c) If an Employee is alleged to have committed misconduct which is not of a serious nature, the line manager will discuss the alleged breach with the Employee and provide the opportunity for the Employee to respond.
- (d) Throughout the process outlined the Employee may appoint a representative of their choice.
- (e) If an Employee is alleged to have committed misconduct/breach sufficiently serious to warrant action, the employer may suspend the Employee from duty with pay for such period as is reasonably necessary to finalise investigation under this process.
- (f) If an Employee is believed to have committed misconduct and/or serious or repetitive breaches, the Employee will be given details in writing by the employer and given an opportunity to respond. The response should be in writing and must be made within a reasonable time which is set by the employer having regard to the circumstances and which provides the Employee with sufficient time to make their response.
- (g) The employer will schedule a meeting if necessary to discuss and decide the matter and inform the Employee in writing of the meeting date. The Employee will be informed that they may have the assistance of a representative at the meeting, if they wish to do so.
- (h) After considering all the information reasonably available on the matter, and if the employer determines that misconduct/breach has occurred, the employer may, having regard to the degree of misconduct:
 - (i) Take no further action;
 - (ii) Counsel the Employee and identify and provide appropriate training;
 - (iii) Issue a first verbal warning;
- (i) If the problem continues the matter will be put in writing to the Employee, including a meeting time that provides an opportunity for the Employee to respond. Any second warning will be given to the Employee in writing and recorded on the Employee's personal file.
- (j) If the problem continues the Employee will again be notified in writing by the management representative, including a meeting time that provides an opportunity for the Employee to respond. Any final warning is to be given to the Employee in writing and if required by either party, a copy sent to the union or other representative.
- (k) If the problem re-occurs, the Employee's employment may be terminated. However, an Employee's employment may not be terminated without the authority of senior management.
- (l) Where an allegation of 'serious misconduct' is found to have occurred and the employer, having considered all the circumstances does not wish to terminate the

Employee's employment, a warning may be issued under paragraph (h) to (k) of this provision.

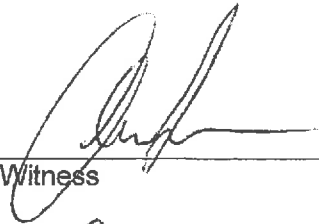
- (m) If a dispute arises over any disciplinary action instigated against an Employee by a management representative, then the matter will be referred to Fair Work Australia and dealt with according to the dispute settlement clauses in this Agreement.
- (n) If after any warning, a period of twelve (12) months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the Employee's personal file.
- (o) The employer may summarily dismiss the Employee without notice, where serious misconduct is found to have occurred (as defined by the Fair Work Act 2009).

6223 6777

SIGNED for and on behalf of Royal District Nursing Service
31 Alma Road, St Kilda, Victoria 3182 by the authorised
representative in the presence of:

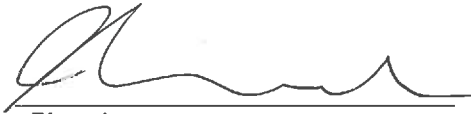

Signature

MARLENE WISCHER
Name (print)

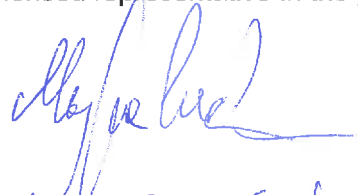

Witness

Claire Seddov
Name of Witness (print)

SIGNED for and on behalf of AUSTRALIAN NURSING
FEDERATION 182 Macquarie St, Hobart, Tasmania by the
authorised representative in the presence of:


Signature

Neroli Ellis- Branch Secretary
Name (print)


Witness

Mary Jane Cresdee
Name of Witness (print)

Appendix 1 – Wages and Allowances

	FPPOA 1 January 2014		FPPOA 1 January 2015		FPPOA 1 January 2016	
	2.2%		2.1%		1.50%	
Enrolled Nurse	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Year 1	\$23.53	\$894.30	\$24.03	\$913.09	\$24.39	\$926.79
Year 2	\$24.03	\$912.98	\$24.53	\$932.15	\$24.90	\$946.13
Year 3	\$24.52	\$931.65	\$25.03	\$951.22	\$25.41	\$965.49
Year 4	\$25.01	\$950.32	\$25.53	\$970.28	\$25.91	\$984.83
Year 5	\$25.50	\$969.00	\$26.04	\$989.34	\$26.43	\$1,004.18
Registered Nurse Level 1						
Year 1	\$29.04	\$1,103.68	\$29.65	\$1,126.86	\$30.09	\$1,143.76
Year 2	\$30.09	\$1,143.41	\$30.72	\$1,167.42	\$31.18	\$1,184.93
Year 3	\$31.14	\$1,183.14	\$31.79	\$1,207.98	\$32.27	\$1,226.10
Year 4	\$32.18	\$1,222.87	\$32.86	\$1,248.55	\$33.35	\$1,267.28
Year 5	\$33.23	\$1,262.59	\$33.92	\$1,289.11	\$34.43	\$1,308.45
Year 6	\$34.04	\$1,293.58	\$34.76	\$1,320.75	\$35.28	\$1,340.56
Year 7	\$34.87	\$1,324.97	\$35.60	\$1,352.79	\$36.13	\$1,373.08
Year 8	\$35.68	\$1,355.96	\$36.43	\$1,384.43	\$36.98	\$1,405.20
Registered Nurse Level 2						
Year 1	\$37.31	\$1,417.94	\$38.10	\$1,447.71	\$38.67	\$1,469.43
Year 2	\$38.24	\$1,453.30	\$39.05	\$1,483.81	\$39.64	\$1,506.07
Year 3	\$39.18	\$1,488.65	\$40.00	\$1,519.92	\$40.60	\$1,542.72
Year 4 and thereafter	\$40.11	\$1,524.01	\$40.95	\$1,556.02	\$41.56	\$1,579.36

Registered Nurse Level 3							
Year 1		\$42.44	\$1,612.61	\$43.33	\$1,646.47	\$43.98	\$1,671.17
Year 2		\$42.47	\$1,613.80	\$43.36	\$1,647.69	\$44.01	\$1,672.41
Year 3		\$43.33	\$1,646.38	\$44.24	\$1,680.95	\$44.90	\$1,706.16
Registered Nurse Level 4							
Year 1		\$44.19	\$1,679.35	\$45.12	\$1,714.62	\$45.80	\$1,740.34
Year 2		\$45.94	\$1,745.70	\$46.90	\$1,782.36	\$47.60	\$1,809.10
Nursing Assistant							
Year 1		\$18.51	\$703.21	\$18.89	\$717.97	\$19.17	\$728.74
Year 2		\$18.81	\$714.73	\$19.20	\$729.74	\$19.49	\$740.69
Year 3 and thereafter		\$19.12	\$726.65	\$19.52	\$741.91	\$19.81	\$753.04
Experienced		\$19.74	\$750.09	\$20.15	\$765.84	\$20.45	\$777.33
(the holder of a relevant cert 111) Qualification							

Allowances	FPPOA 1 January 2014	FPPOA 1 January 2015	FPPOA 1 January 2016
	2.2%	2.1%	1.5%
<i>Uniform</i>			
Per shift	1.35	1.38	1.40
Per week	6.82	6.96	7.06
<i>Laundry</i>			
Per shift	0.35	0.35	0.36
Per week	1.63	1.67	1.70
<i>Meal</i>			
Allowance	11.75	12.00	12.18
OT > 4 hours	10.58	10.80	10.96
<i>Mileage</i>			
Allowance	0.81	0.82	0.83
<i>On Call (per shift)</i>	51.10	52.17	52.95