



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Regional Imaging Pty Ltd
(AG2017/1851)

REGIONAL IMAGING TASMANIA NURSES AGREEMENT 2016

Tasmania

COMMISSIONER JOHNS

SYDNEY, 6 JUNE 2017

Application for approval of the Regional Imaging Tasmania Nurses Enterprise Agreement 2016.

[1] On 24 May 2017 Regional Imaging Pty Ltd (**Applicant**) made an application for approval of the *Regional Imaging Tasmania Nurses Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 13 June 2017. The nominal expiry date of the Agreement is 1 October 2018.



COMMISSIONER

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REGIONAL IMAGING TASMANIA

Nurses Enterprise Agreement

2016



Regional Imaging

Comprehensive care. Uncompromising quality.

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PART 1 - APPLICATION AND OPERATION

1. NAME OF THE AGREEMENT

This Agreement shall be called *Regional Imaging Tasmania Nurses Agreement 2016* ('the Agreement').

2. PARTIES TO THE AGREEMENT AND SCOPE

2.1 The parties to this Agreement are:

- (a) Regional Imaging Pty Ltd ('the Employer'); and
- (b) Nursing employees in Tasmania as classified in Schedule B of this Agreement.

2.2 The parties covered by this Agreement will be:

- (a) The Employer;
- (b) Nursing employees in Tasmania as classified in Schedule B of this Agreement;
- (c) The Australian Nursing and Midwifery Federation Tasmanian Branch ('the ANMF').

3. SCOPE OF AGREEMENT

This agreement contains all the terms and conditions of employment for employees covered by the Agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule B employed by the Employer.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission ("the Commission") and shall remain in force until 1 October 2018 and thereafter in accordance with the Fair Work Act 2009.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

6. SAVINGS

No employee shall suffer any loss or diminution of entitlements (accrued) of terms and conditions of employment in place immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.

7. NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

Entitlements in accordance with the National Employment Standards (the NES) are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. 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 response than those provisions, 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 and are in satisfaction of the NES.

8. AGREEMENT FLEXIBILITY

8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

8.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
- b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing--at any time.

9. DEFINITIONS

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

- (a) The Commission shall mean the Fair Work Commission or its successor.
- (b) Employee means a nurse employed by Regional Imaging Pty Ltd as classified in Schedule A of this Agreement.
- (c) Employer shall mean Regional Imaging Pty Ltd;
- (d) "The Act" shall mean Fair Work Act 2009, as amended.
- (e) Casual employee is one who is engaged on an irregular, as and when required basis by the employer; or who relieves a full-time or part-time employee; or is engaged temporarily for specific duties and is paid a loading in lieu of the employee accruing paid entitlements to annual leave, personal / carers leave and public holidays.

- (f) Day shift means a shift worked between the hours of 6.00 a.m. and 6.00 p.m. but does not include an employee working on Saturday or Sunday.
- (g) Afternoon shift means a shift terminating between 6.00 p.m. and midnight.
- (h) Day worker means an employee whose weekly ordinary hours of work are performed between the period 7.30 a.m. and 7.30 p.m. on the days Monday to Friday inclusive.
- (i) Full-time employee means a person engaged to work for the full ordinary hours of 38 hours per week.
- (j) Holiday means Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half day), Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, and Show Day in the relevant locality, the first Monday in November in those districts where Hobart Regatta Day is not observed or such other day as is generally observed in the locality as a substitute for any of the said days respectively.
- (k) "Immediate family" includes:
 - (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis although not legally married; and
 - (ii) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee's current or former spouse.
- (l) Part-time employee means an employee, other than a full-time employee or casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.
- (m) Roster means a documented arrangement setting out the names of the employees required to work in accordance with such roster, the days, dates and hours during which each employee is required to attend for duty.
- (n) Year of service shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid sick leave.
- (o) "Medical Imaging" is defined as all modalities including Nuclear Medicine, Angiography, CT, MRI, Mammography, X-ray, Bone Densitometry and Ultrasound.
- (p) "Ordinary Time Earnings" shall include, where applicable, an employee's classification rate, over Agreement payments, 15% shift loadings, casual

loading, and any permanent all purpose work related allowance but shall exclude overtime payments, annual leave loading, annual or long service payments on termination and allowances paid as reimbursement of expenses.

(q) "Practice" shall mean the Regional Imaging Tasmania.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

10. CONSULTATION REGARDING CHANGE

10.1 This term applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

10.2 For a major change referred to in paragraph 10.1(a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 10.3 to 10.9 apply.

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

10.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.5 As soon as practicable after making its decision, the employer 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 the employer 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.

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

10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 10.2(a) and subclauses 10.3 and 10.5 are taken not to apply.

10.9 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 the employer'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.

Change to regular roster or ordinary hours of work

10.10 For a change referred to in paragraph 10.1(b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses 10.11 to 10.15 apply.

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

10.12 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
- b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

10.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

10.6 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause 10.1.

11. DISPUTE RESOLUTIONS PROCEDURE

11.1 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.

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

11.3 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.

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

11.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission 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 the Fair Work Commission 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 the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission 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.

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

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she 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 the employer 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.

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

PART 3 TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

12. TYPES OF EMPLOYMENT

12.1 Employees under this Agreement will be employed in one of the following categories:

- (a) Full time;
- (b) Part time; or
- (c) Casual.

12.2 At the time of engagement the employer will inform each employee whether they are employed on a full time, part time or casual basis. The employer may direct an employee to carry out such duties that are within the employee's skill, competence and training, consistent with their classification.

13. FULL TIME EMPLOYMENT

13.1 A full time employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.

13.2 Such employee shall be paid the weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38.

14. PART TIME EMPLOYMENT

14.1 A part-time employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding 38 hours in any one week. Where the employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.

(a) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and recorded in writing.

(b) All time worked by part-time employees in excess of the rostered daily ordinary full-time hours (or such longer shift hours as agreed subject to 25.2) or more than 38 hours in a week will be overtime and will be paid as prescribed in clause 27.1.

14.2 The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time employees.

14.3 Penalty rates

The penalty rates prescribed for full-time employees for work on Saturdays, Sundays and public holidays are applicable to part-time employees.

14.4 Minimum work provided

Part-time employees shall be provided with a minimum of two continuous hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.

15. CASUAL EMPLOYMENT

15.1 Terms of engagement

Casual employees terms of engagement shall be by the hour and they shall be provided with a minimum of two hours work or, alternatively, paid for a minimum of two hours on each occasion they are required to attend for work.

15.2 Payment for ordinary time

A casual employee for working ordinary time shall be paid per hour 1/38th of the weekly rates prescribed for the work which he/she performs. In addition thereto a casual employee shall receive 25% of the ordinary hourly rate in respect of each hour for which he/she is paid; such additional amount to be payment in lieu of annual leave, sick leave and public holidays.

16. TERMINATION OF EMPLOYMENT

16.1 Notice of termination by the Employer

(a) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the following period of notice:

Employee's period of Continuous Service with Employer	Period of Notice
Less than one year	At least two weeks
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

- (b) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) Notwithstanding the foregoing provisions, where the Employee has been engaged as a trainee for a specific period of time, once the traineeship is completed, and provided that the trainees' services are retained, all service including the training period shall be counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

16.2 Notice of termination by the Employee

- (a) The notice of termination required to be given by the Employee is the same as that required of the Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (b) if the Employee fails to give notice the employer has the right to withhold monies due to the employee with the Employer's authority to a maximum amount equal to the ordinary time rate of pay for the period of notice.

16.3 Instant dismissal

The Employer shall have the right to dismiss the Employee without notice in circumstances warranting summary dismissal.

17. REDUNDANCY

The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment within the organization should the occasion arise.

17.1 Commit to Consult

Where the employer has made a decision to make one or more positions within the enterprise redundant, the employer will notify the affected employees and to commence a process of ongoing consultation.

17.2 Redeployment and Training

In the event of a position(s) being made redundant, the following will apply:

- (a) The employer must actively explore all internal redeployment opportunities for staff surplus to requirements;
- (b) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for the position;
- (c) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time; and,
- (d) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

17.3 Notice of Redundancy

- (a) The employer will use its best endeavours to provide the maximum possible notice of the need to make a position(s) redundant. In all cases, however, the minimum period of notice for employees subject to termination will be two weeks.
- (b) The required period of notice in the event that a position is made redundant is as follows:

Employee's period of Continuous Service with Employer	Period of Notice
Less than one year	At least two weeks
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks

More than 5 years	At least four weeks
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- (c) The period of notice will be increased by one (1) week if the employee is over 45 years of age and has had at least two years continuous service with the employer.

17.4 Voluntary Redundancy

- (i) In the event that it is necessary for the employer to make a position(s) redundant, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for redundancy.
- (ii) Provided that, the employer will only be required to seek such expressions of interest from staff employed at the same worksite and in the same classification as the position being made redundant.
- (iii) In assessing applications for voluntary redundancy, the employer will take into account the skill and operational requirements of the enterprise and the final decision as to which employees are made redundant must rest with the employer.

17.5 Redundancy package

Where redeployment or retraining opportunities are not available, the separation package to be paid to staff made redundant is as follows:

- (i) Notice in 18.3 or payment in lieu thereof;
- (ii) Two weeks' pay for each completed year of service and pro rata to two weeks for the final uncompleted year of service or payment in accordance with the National Employment Standards, whichever is greater;
- (iii) Full payment of all accrued annual leave entitlements including the leave loading or practice bonus whichever is applicable;
- (iv) Full payment of all accrued pro rata long service entitlements after seven years of service; and,
- (v) Fifty per cent of any unused sick leave entitlements (up to a maximum of 20 days).

17.6 For the purposes of calculating the above a week's full pay means the weekly base rate for the classification, any penalties if applicable and any all-purpose work related allowances.

17.7 Time Off

Staff whose position is made redundant will be given assistance by the employer in seeking suitable alternative employment. Staff affected will be granted time off with pay to seek alternative employment or to make arrangements for training or retraining up to a maximum of two working days.

17.8 Financial Counselling

- (a) The employer undertakes to provide access in paid time for each employee who is offered a redundancy, or who expresses an interest in a redundancy, to consult a financial adviser. The employer will pay for the initial cost associated with the financial counselling (up to two sessions) from a financial counsellor agreed to by the employer and the employee(s).
- (b) The employer will provide to each employee a fully detailed pay statement at the time the offer of redundancy is made.

17.9 Future Vacancies

In the event of a permanent position becoming available within 12 months, the employer must take reasonable steps to notify that the employee's employment being terminated by redundancy of such vacancy and invite the employee to apply for the position.

17.10 Partial Redundancy

- (i) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Agreement) which causes a significant loss of income the employer will pay a partial redundancy to the employee adversely affected.
- (ii) Partial redundancy payment = existing weekly rate - new weekly rate x 2 weeks x number of completed years of service + pro rata of two weeks for any part year of service.

PART 4 - MINIMUM WAGES AND RELATED MATTERS

18. WAGES

18.1 Wages will be determined as follows

Column 1 3%	Column 2 3%	Column 3 3%
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18.2 The wage increases in subclause 18.1 shall be payable as follows:-

- (i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2016. This amount will be back paid to employees in the

first full pay period following the agreement becoming operational after approval by the Fair Work Commission.

(ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2017.

(iii) The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 January 2018.

18.3 The wage increases specified in subclause 18.1 of this Clause shall constitute the all-purpose rate of pay in respect of the employee covered by this Agreement.

18.4 The wage increases referred to in subclause 18.1 of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.

18.5 Rates of pay as increased by this Agreement are set out in Schedule A

19. PAYMENT OF WAGES

19.1 Time and interval of payment

(i) Wages including overtime shall be paid during working hours, at intervals not more than two weeks

(ii) The present pay day and time of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

19.2 Method of payment

Payment of wages shall be by direct bank deposit or some other method agreed by the employer, provided that any employee may nominate which bank or financial institution shall receive the payment of wages.

The present method of payment shall not be varied, except after consultation with the employee(s) concerned and an agreed phasing-in period.

19.3 Statement of wages

On or prior to pay day the employer shall provide to the employee, particulars in writing, setting out full details of the wages the employee is entitled to.

19.4 Allowances not taken into account

Allowances prescribed by this Agreement other than higher duties allowance, certificate and/or diploma allowance shall not be taken into account in the compilation of overtime and penalty rates prescribed herein.

Notwithstanding the foregoing, the 25% loading payable to casual shall be taken into account before calculating penalty rates payable for weekend and public holiday shifts, but shall not be taken into account when calculating overtime payments.

19.5 Payment on termination

Where employment is terminated summarily or on the giving of the prescribed notice all moneys owing shall, where practical, be transferred by EFT to the employee on the termination day or the following day, except in circumstances beyond the Employers' control.

Where clause 19.5 is not complied with by the Employer, the Employee will be paid 7.6 hours ordinary pay for each weekday until the EFT is affected by the Employer.

19.6 Late payment of wages

(a) Payment during waiting time for late wages

Except in circumstances beyond the control of the employer and subject to the employer and employee agreeing to an alternate arrangement for payment, where an EFT transfer is not made in accordance with the Employer's usual practice, an employee will be paid up to 7.6 hours per day at overtime rates of pay until the EFT transfer is affected. The waiting time payment is paid in addition to ordinary wages and is to be paid for all succeeding days including rostered days off.

(b) Agreed alternative arrangements - no penalty to apply

Subject to 19.6(c), the provisions of 19.6(a) shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and employee agree to an alternative arrangement for payment.

(c) Alternative arrangement broken - penalty to apply

Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement, as provided in 19.6(b) the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with 19.6(a) until such time as payment is affected.

20. PRODUCTIVITY

The parties to this Agreement are committed to improving productivity and efficiencies across the business. The parties agree to take all reasonable steps to maximise efficiencies, identify opportunities and improve patient care throughout the life of this Agreement.

21. SUPERANNUATION

- 21.1 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.
- 21.2 The Employer will make superannuation contributions on behalf of employees. If the employee does not nominate their choice of fund, the default fund shall be HESTA (Health Employees Superannuation Trust Australia) Superannuation Plan.
- 21.3 In addition to the Employer's statutory contributions an employee may make additional contribution from their salary, and on receiving written authorisation from the employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- (a) Superannuation fund payments will be paid in accordance to monthly.
 - (b) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

22. ALLOWANCES

22.1 Higher duties allowance

The employee will be paid at the higher classification rate when at the employer's request they are replacing an absent employee to perform higher duties. The higher duties payment will be paid only after the employee has performed the higher duties for a minimum of three consecutive working days.

22.2 Meal allowance

An employee required to commence duty at the principal site not less than two hours before or to remain on duty for not less than one and a half hours after the normal hours of duty and this necessitates the employee to purchase a meal, will be paid a meal allowance of \$21.20 for breakfast, \$23.65 for lunch and \$40.65 for dinner.

22.3 Travel allowance

An employee required to undertake work related travel will be paid \$0.78 per kilometre for use of their own vehicle. The practice will endeavour to provide a hire car or practice vehicle to facilitate travel where possible.

An employee who is required to attend work at a practice other than their principal practice shall be entitled to travel during normal working hours if possible or be paid ordinary time for such time taken.

22.4 Overnight/ Away from home

An employee required by the employer to stay overnight at such place other than their normal place of residence due to work commitments will be provided accommodation in line with the company travel policy. In addition, the employee will be paid a meal allowance of \$21.20 for breakfast, \$23.65 for lunch and \$40.65 for dinner.

22.5 Immunisation

The employer will offer influenza immunisation for all employees. This will be provided at the workplace. In the event workplace provision is not available, the employer will reimburse the employee up to \$100 in each calendar year for attendance and screening for immunisation recommended for their workplace by their GP. Payment will be made on presentation of the GP's/Pharmacy script.

22.6 Post graduate allowance

All employees who gain a relevant post graduate qualification in medical imaging and who utilise that qualification on a regular basis, shall receive an allowance of \$1,260 per annum for full-time employees or pro-rata payment for part-time employees.

22.7 Cannulation allowance

A cannulation allowance of \$500 per annum will be paid to nurses who are certified to perform this procedure and who have completed clinical training endorsed by the Employer. To be eligible, the employee must do an average minimum of 5 to 10 cannulation procedures per fortnight to maintain competency. It is the employee's obligation to apply for this allowance and demonstrate they have complied with the eligibility requirements.

23. ON CALL ALLOWANCE

23.1 Call back

- (a) Except where otherwise specifically provided an employee recalled to work overtime after leaving his/her employer's premises (whether notified before or after leaving such premises) shall be paid at the appropriate overtime rate applicable to his/her salary:
 - (i) for the first recall a minimum payment of four hours work; and
 - (ii) or each subsequent recall a minimum payment of three hours work.
- (b) Provided always that time reasonably spent in getting to and from work shall be regarded as time worked.
- (c) Provided further that an employee who is recalled to work within two hours of his or her normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

23.2 Additional hours

For all work performed within ordinary hours, as prescribed by Clause 25 – Hours of Work, but in addition to the employees normal hours of work payment shall be made at the following rates:

- (a) Ordinary time unless call in on a day required then becomes time and one half
- (b) The penalty rates prescribed by this clause shall apply to an employee's unloaded rate of pay.

24. SALARY SACRIFICE

24.1 Permanent employees may be able to make voluntary pre-tax contributions or payments through salary packaging arrangements where available. If salary packaging arrangements are in place, the Employer will pay the salary packaging amount in accordance with the salary packaging agreement. The Employer is not obligated to make salary packaging arrangements available to employees or maintain such arrangements.

24.2 If salary packaging arrangements are in place:

- (a) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (b) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place. The employees may be offered the opportunity to choose from the list of benefits, which will be paid by the Employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the Employer. The new gross salary is then subject to PAYG tax.
- (c) The Employer will nominate a provider of salary packaging services to manage these arrangements. The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight.
- (d) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary packaging to the employees under this Agreement.
- (e) All existing entitlements such as superannuation will be based on the pre-packaged salary.
- (f) The parties recognize the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- (g) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (h) Unless otherwise agreed by the Employer, an employee may terminate their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

PART 5 - HOURS OF WORK AND RELATED MATTERS

25. HOURS OF WORK

- 25.1 Hours of work for all full-time employees covered by this Agreement shall be 38 hours per week.
- 25.2 The shift length or hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 25.3 Ordinary hours of work for employees covered by this Agreement shall be worked between 7.30am and 7.30pm Monday to Friday.
- 25.4 The minimum engagement for all employees shall be two (2) hours per day.
- 25.5 Notwithstanding the provisions of the Agreement, rosters may be changed by the giving of a minimum of two weeks' notice and one week for an individual.

Provided that roster changes may be made with no notice period by mutual agreement between the employer and the employee.

25.6 Work performed outside normal spread of hours

Employees engaged to work in a day work situation but outside the spread of hours specified in 25.1, 25.2 and 25.3 shall receive penalty rates as follows:

- (i) Monday to Saturday - time and one half for the first two hours, double time thereafter;
- (ii) Sunday - double time;
- (iii) Public holidays - double time and a half.

26. MEAL AND REST BREAKS

26. Employees will be entitled to an unpaid meal break where they work more than 5 hours.
- 26.2 Work during meal break
- (i) Subject to existing customs and practices a day worker who is directed to work during his/her recognised meal break shall, for all work performed during such period and thereafter until a meal break is allowed, be paid at the rate of time and one half of his/her normal salary rate.
 - (ii) Where an employee is interrupted during meal break by a call to duty, such meal break shall be counted as time worked and the

employee shall be allowed a meal break as soon as practicable for the employee to have a meal break during the remainder of his or her ordinary working hours. He or she shall receive overtime pay for the interrupted meal break.

26.3 Employees will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employer and employee.

27. OVERTIME

27.1 For all work performed in excess of 38 hours per week or 8 hours per day (or such longer hours for a shift as agreed subject to 25.2), payment shall be made at the following rates:

Days	All employees
Monday to Friday	1.5 X hourly rate for first 2 hours, 2T thereafter
Saturday	1.5 X hourly rate for first 2 hours, 2T thereafter
Sunday	2.0 X hourly rate
Public Holidays	2.5 X hourly rate

27.2 The penalty rates prescribed by this clause shall apply to an employee's unloaded rate of pay that is the rate specified for the appropriate classification in Schedule B excluding all allowances, loadings and other additions.

27.4 Level 3 employees shall not be entitled to payment for overtime for a reasonable number of compulsory meetings as requested by the employer or for other out-of-hours work associated with these positions.

27.5 Provided that for professional employees, this sub-clause shall not apply to activities and duties of a clinical nature.

27.6 Provided further that the parties are agreed that the application of this sub-clause will be monitored during the life of the Agreement and, in the event of any problems or issues arising as a result of the application of this sub-clause, the parties agree to resolve the issues through negotiation. Where the matter cannot be resolved through negotiation the Dispute Procedure of this Agreement shall apply.

PART 6 - LEAVE AND PUBLIC HOLIDAYS

28. ANNUAL LEAVE

28.1 Amount of Leave

Full time employees will be entitled to 25 days paid leave for each completed year of service (pro rata for part time).

Provided that, by mutual agreement between the employer and the employee, leave may be taken in any combination providing one period is at least seven consecutive days (i.e. five working days).

Payment for leave and loading

Annual leave is to be paid at the employee's ordinary base rate plus a leaving loading of 17.5% to be paid on four (4) weeks of annual leave per annum.

28.2 Carry over

Employees will not be able to carry over to the following leave year more than one week of annual leave entitlement for that leave year (up to a maximum of four weeks) unless approved by management.

28.3 Roster

An annual leave roster derived from employee requests will be posted and where there is no staff rostered to be on leave at a particular time the employer may require an employee to proceed on annual leave. Leave under these circumstances will be for no more than one week unless requested and mutually agreed.

28.4 Notice

Employees must be given one month's notice in writing in the event the employer requires an employee to proceed on annual leave.

28.5 Leave without pay

Leave without pay will only be approved in exceptional circumstances after consultation with the Practice Group Manager.

29. PUBLIC HOLIDAYS

29.1 Subject to subparagraph 29.2 all employees, other than casual employees shall be entitled to the following holidays without deduction from their weekly wages:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Cup Day (half day), Hobart Regatta Day (South of Oatlands), Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Show Day and the first Monday in November in those districts where Hobart Regatta Day is not observed, or such other day as may be observed in the locality in lieu of any of the aforementioned holidays.

29.2 Part time employees will be entitled to the holidays set out in paragraph 29.1 above where their usual rostered shift falls on that day.

29.3 The half-day Cup Day shall mean one half of any ordinary rostered shift on that day.

29.4 Show day means not more than one local show day observed on an employee's ordinary working day, other than a Saturday or a Sunday, in the city, town or district

in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the employee and the employer.

- 29.5 Payment for the holidays mentioned in 29.1 which are taken and not worked, shall be at the normal rate of pay which would have applied to the employee concerned, when if it were not for such holiday, he/she had been at work.
- 29.6 Where an employee who is entitled to holidays in accordance with 29.1 is required to work on any day of the holidays mentioned in that subclause, either for part or the whole of such day he/she shall be paid at double time and a half of the employees ordinary rate of pay for all work performed on the holiday.
- 29.7 An employee required to work on any of the holidays mentioned in 29.1, where such holiday applies at his/her normal place of work but because his/her duties requires the employee to work at a place where the holiday does not apply, shall have the time in lieu of such holiday added to his/her annual leave entitlement.

30. PARENTAL LEAVE

30.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

30.2 Permanent employees eligible for parental leave in accordance with subclause 30.1 shall be entitled to the following paid parental leave:

(i) Paid Parental Leave – primary carer

The primary care giver will be entitled to eight weeks paid leave within the fifty two weeks leave entitlement.

This leave may be taken at half pay for a period of 16 weeks if desired.

Part time staff will have pro rata amount of hours calculated on hours worked during the previous 12 months.

(ii) Paid Parental Leave – non primary carer

The non-primary care giver will be entitled to five days paid leave which may be taken at any time within twenty six weeks of their child's birth.

(iii) Paid Adoption Leave

An employee who adopts a child and is the primary care giver will be entitled to 8 weeks paid leave which can be taken at half pay for 16 weeks if desired.

Part time staff will have pro rata amount of hours calculated on hours worked during the previous 12 months.

- 30.3 A female employee shall be entitled to work until their estimated date of confinement. If requested by the Manager or nominee, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of confinement is not a risk to the employee or the unborn child.

In addition, the employee may take all accrued annual leave prior to a return to work from parental leave.

- 30.4 An employee entitled to parental leave pursuant to the provisions of clause 32 may request the employer to allow the employee:
- (a) To extend the one week of simultaneous unpaid parental leave up to a maximum of eight weeks (noting seven weeks would be unpaid);
 - (b) To extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (c) To return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
 - (d) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- 30.5 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 30.4 must be recorded in writing

- 30.6 Request to return to work part-time

Where an employee wishes to make a request under 30.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

31. PERSONAL/CARERS LEAVE

- 31.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

- 31.2 All employees shall be entitled to ten (10) days personal leave per year. Personal leave accrues on a pro-rata basis and is credited to the Employee monthly. Part-time employees receive a pro-rata entitlement. Untaken personal leave accumulates. There is no entitlement to paid personal/carers leave for casual employees.

- 31.3 An employee may take paid personal/carer's leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 31.4 Notice of absence due to personal illness or injury must be given to the person in charge at the Centre for the day by telephone before the start time of work where practical or within one hour of commencement time advising the estimated duration of the absence.
- 31.5 After 5 days cumulative or for an absence of 2 or more consecutive days, personal leave claims for sick absences must be substantiated by a certificate from a registered health practitioner stating that the Employee was in the opinion of the practitioner unfit to attend for duty on the day on which leave is claimed and the estimated duration of the absence. An employee may provide a statutory declaration as evidence of sickness instead of a registered health practitioner's certificate if the employee is unable to consult a registered health practitioner. In addition certification from a Physiotherapist, Dentist, Osteopath or Chiropractor will also be accepted.
- 31.6 Where appropriate evidence of illness is supplied, a staff member who has no accrued sick leave may be paid from accrued annual leave, or if no accrued annual leave is available they will be allowed leave without pay.
- 31.7 When there is insufficient leave accrued to cover personal leave days taken, Personal Leave No Pay shall be applicable.
- 31.8 If required the employee must establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is as to require care by another.
- 31.8 Unpaid Personal Carer's Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

Casual employees are entitled to two days unpaid carer's leave for each permissible occasion in accordance with applicable legislation.

32. COMPASSIONATE LEAVE

- 32.1 Employees are entitled to compassionate leave in accordance with legislation as amended from time to time.
- 32.2 Employees are further entitled to compassionate leave by prior arrangement with the Practice Group Manager of:
- (i) 10 day's paid leave on the death of an employee's spouse, de facto spouse, child, step, foster or adopted child, parents and siblings.
 - (ii) 3 days for extended family.
 - (iii) 1 day paid leave on the death of a significant person with whom the employee has enjoyed an acknowledged close personal relationship up to the time of death. This leave shall be taken from accrued personal leave or can otherwise be taken as leave without pay.
 - (iv) 14 weeks' paid leave within 12 months on the death of a child or spouse. This leave shall be taken from accrued personal leave or can otherwise be taken as leave without pay.
 - (v) All leave will be calculated on a pro rata basis for part time employees.
- 32.3 Proof of such death or serious illness shall be furnished by the Employee to the satisfaction of the Employer.

33. LONG SERVICE LEAVE

- (a) Long service leave is in accordance with the Long Service Leave Act 1976
- (b) Scheduling of leave is determined by agreement between the employee and the manager or by the manager if there is no agreement.

34. CEREMONIAL LEAVE

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

35. COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service leave in accordance with legislation as amended from time to time. The Fair Work Act 2009 currently set out entitlements to Community Service Leave,

PART 7 - OTHER MATTERS

36. NOTICE BOARD

The employer shall permit a notice board to be erected in the enterprise, or each part of an enterprise, to facilitate communication between employees and/or their union representatives.

37. UNIFORM

Employees are required to wear the prescribed uniform at all times as supplied and updated by the Employer. Uniform replacement is governed by company policy.

38. OTHER EMPLOYMENT

- 38.1 Unless otherwise agreed between the employer and the employee, no full-time employee shall work for another private or public sector employer providing medical imaging services whilst employed by the employer.
- 38.2 Where a part-time employee wishes to work for another private or public sector employer providing medical imaging services, the employee shall advise the employer prior to taking up such additional employment and where the Employer cannot offer the same hours and level of employment offered by the other employer, the employee shall be entitled to take up employment with the other employer.
- 38.3 Any employee who, as at September 2005, has permanent and set regular weekly hours of employment with the Royal Hobart Hospital is excluded from the provisions of this clause.

39. WORKPLACE UNION DELEGATES

- (a) The union party to this Agreement is entitled to nominate 1 person to undertake union training in paid time in the first year of this Agreement.
- (b) The maximum amount of paid time per union is 38 hours in total for the first year of this Agreement.

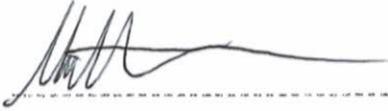
40 LOCATION

Employees based in the South of the State may be required to perform their duties at any location in Southern Tasmania. The location of the employees shall be at the discretion of the employer, provided that no employee will be required to work outside Southern Tasmania unless by agreement.

Employees based in the North and North Western parts of the State may be required to perform their duties at any location in North and North Western parts of Tasmania respectively. The location of the employees shall be at the discretion of the employer, provided that no employee will be required to work outside those parts unless by agreement.

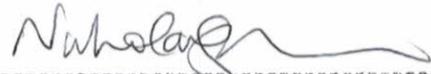
SIGNATURES

DATED this 23RD day of MAY 2017


..... (MATTHEW BELLATRIX Operations Manager)

Regional Imaging Pty Ltd

~~Address~~ 36 Hardy Avenue
.....
Regional Imaging Pty Ltd Wagga Wagga
Address NSW 2650


.....
Witness
NICHOLAS J. A. STEPHENSON

.....
(Witness – name and address)

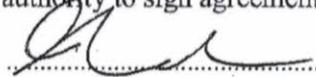
Dr Nicholas Stephenson
Regional Imaging Riverina
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Wagga Wagga NSW 2650
000227UK

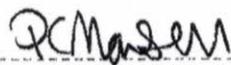
Employee Representative

Signature

Neroli Ellis
Branch Secretary
Australian Nursing and Midwifery Federation, Tasmanian Branch
182 Macquarie Street, Hobart, Tasmania 7000

Employee Representative
authority to sign agreement


.....
NEROLI ELLIS (ANMF)


.....
Witness
Phoebe Mansell
.....
19 Brisbane St, Lion, TAS
(Witness – name and address)

SCHEDULE A – WAGE RATES

Classification	FFPP on or after 1/1/16		FFPP on or after 1/1/17		FFPP on or after 1/1/18	
	Per annum	Per Hour	Per annum	Per Hour	Per annum	Per Hour
ENROLLED NURSES						
1st Year of Service	55,421.35	28.0472	57,083.99	28.8887	58,796.51	29.7553
2nd Year of Service	56,667.74	28.6780	58,367.77	29.5383	60,118.80	30.4245
3rd Year of Service	57,829.13	29.2658	59,564.01	30.1437	61,350.93	31.0480
4th Year of Service	58,991.91	29.8542	60,761.67	30.7498	62,584.52	31.6723
5th Year of Service	60,112.99	30.4216	61,916.38	31.3342	63,773.88	32.2742
ENROLLED NURSES - Level 2 (Medication Endorsed)						
1st Year of Service	61,023.09	30.8821	62,853.78	31.8086	64,739.40	32.7629
2nd Year of Service	62,740.00	31.7510	64,622.20	32.7035	66,560.86	33.6846
REGISTERED NURSES						
RN Level 1						
1st Year of Service	60,819.00	30.7788	62,643.57	31.7022	64,522.87	32.6533
2nd Year of Service	63,683.54	32.2285	65,594.05	33.1954	67,561.87	34.1912
3rd Year of Service	66,588.65	33.6987	68,586.30	34.7097	70,643.89	35.7510
4th Year of Service	69,536.80	35.1907	71,622.91	36.2464	73,771.60	37.3338
5th Year of Service	72,483.59	36.6820	74,658.10	37.7824	76,897.84	38.9159
6th Year of Service	75,431.54	38.1739	77,694.48	39.3191	80,025.32	40.4986
7th Year of Service	78,379.69	39.6658	80,731.08	40.8558	83,153.02	42.0815
8th Year of Service	81,326.48	41.1571	83,766.28	42.3918	86,279.27	43.6636
RN Level 2						
1st Year of Service	84,274.65	42.6491	86,802.89	43.9286	89,406.98	45.2464
2nd Year of Service	86,267.35	43.6576	88,855.37	44.9673	91,521.03	46.3163
3rd Year of Service	88,176.67	44.6238	90,821.97	45.9625	93,546.63	47.3414
4th Year of Service	90,127.68	45.6112	92,831.51	46.9795	95,616.45	48.3889
RN Level 3						
1st Year of Service	93,822.39	47.4810	96,637.06	48.9054	99,536.17	50.3726
2nd Year of Service	95,980.94	48.5734	98,860.37	50.0306	101,826.18	51.5315
3rd Year of Service	98,222.88	49.7079	101,169.57	51.1992	104,204.65	52.7351
4th Year of Service	100,381.66	50.8004	103,393.11	52.3244	106,494.90	53.8942
RN Level 3A						
	105,322.29	53.3008	108,481.96	54.8998	111,736.42	56.5468

SCHEDULE B – CLASSIFICATIONS

- 1.1** **Nurse** means a nurse registered as such with the Nursing and Midwifery Board of Australia under the Provisions of the *Health Practitioner Regulation National Law (Tasmanian) Act 2010* as amended.
- 1.2** **Enrolled Nurse** means a nurse enrolled as such with the Nursing and Midwifery Board of Australia under the Provisions of the *Health Practitioner Regulation National Law (Tasmanian) Act 2010* as amended.
- 1.3** **Registered Nurse - Level 1** means a Registered Nurse who is not otherwise classified within a level of Registered Nurse positions.
- 1.4** **Registered Nurse - Level 2** means a Registered Nurse who is appointed as such, and:
- 1.4 (a)** has demonstrated competence in basic nursing practice and the ability to provide direct care in more complex nursing care situations; and
 - 1.4 (b)** has the ability and skills to provide guidance to Registered Nurses - Level 1; and
 - 1.4 (c)** is employed within a clinical unit;
- 1.5** **Registered Nurse - Level 3** means a Registered Nurse who is appointed as such, and may be referred to as: Clinical Nurse Consultant or Nurse Manager or Staff Development Nurse.
- 1.5 (a)** **Clinical Nurse Consultant**

Coordinates the delivery of care in a clinical unit and may provide direct care to selected patients/clients/resident with complex care requirements and is accountable for standards of nursing care in a clinical unit.