Nurses Award 2020

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 14 November 2022 (PR747351).

Clause(s) affected by the most recent variation(s):

28—Public holidays

Schedule F—Part-day Public Holidays.

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[Varied by PR746868, PR747351]

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Part 1—Application and Operation of this Award

1. Title and commencement

1.1 This award is the *Nurses Award 2020*.

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

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

2. Definitions

[Varied by PR733887]

In this award, unless the contrary intention appears:

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

ADO means accrued day off.

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

[Definition of **casual employee** inserted by PR733887 from 27Sep21]

casual employee has the meaning given by section 15A of the Act.

casual hourly rate has the meaning given in clause 11.1.

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

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

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

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

health industry has the meaning given in clause 4.2.

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

NES means the National Employment Standards as contained in sections 59 to 131 of the Act.

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

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

standard rate means the minimum weekly rate for a Registered nurse—level 1 Pay point 1 in clause 15.4(a).

shiftworker means an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 13.1(a).

3. The National Employment Standards and this award

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

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

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

4. Coverage

4.1 This occupational award covers:

(a) employers throughout Australia in the health industry and their employees in the classifications listed in Schedule A—Classification Definitions to the exclusion of any other modern award; and

(b) employers who employ a nurse/midwife, principally engaged in nursing/midwifery duties comprehended by the classifications listed in Schedule A—Classification Definitions.

4.2 **Health industry** means employers in the business and/or activity of providing health and medical services and who employ nurses and persons who directly assist nurses in the provision of nursing care and nursing services.

4.3 This award does not cover employers who employ nurses in primary or secondary schools.

4.4 This award covers any employer which supplies on-hire employees in classifications set out in Schedule A—Classification Definitions and those on-hire employees, if the employer is not covered by another modern award containing a classification which is more appropriate to the work performed by the employee. Clause 4.4 operates subject to the exclusions from coverage in this award.

4.5 This award covers employers which provide group training services for trainees engaged in any of the classifications set out in Schedule A—Classification Definitions and those trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. Clause 4.5 operates subject to the exclusions from coverage in this award.

4.6 This award does not cover:

(a) employees excluded from award coverage by the Act;

(b) employees who are covered by a modern enterprise award or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees; or

(c) employees who are covered by a State reference public sector modern award or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.7 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

5. Individual flexibility arrangements

5.1 Despite anything else in this award, an employer and an individual employee may agree to vary the application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:

(a) arrangements for when work is performed; or

(b) overtime rates; or

(c) penalty rates; or

(d) allowances; or

(e) annual leave loading.

5.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.

5.3 An agreement may only be made after the individual employee has commenced employment with the employer.

5.4 An employer who wishes to initiate the making of an agreement must:

(a) give the employee a written proposal; and

(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

5.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.

5.6 An agreement must do all of the following:

(a) state the names of the employer and the employee; and

(b) identify the award term, or award terms, the application of which is to be varied; and

(c) set out how the application of the award term, or each award term, is varied; and

(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and

(e) state the date the agreement is to start.

5.7 An agreement must be:

(a) in writing; and

(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

5.8 Except as provided in clause 5.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

5.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.

5.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.

5.11 An agreement may be terminated:

(a) at any time, by written agreement between the employer and the employee; or

(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

NOTE: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this award term and the arrangement does not meet a requirement set out in section 144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).

5.12 An agreement terminated as mentioned in clause 5.11(b) ceases to have effect at the end of the period of notice required under that clause.

5.13 The right to make an agreement under clause 5 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.

6. Requests for flexible working arrangements

6.1 Employee may request change in working arrangements

Clause 6 applies where an employee has made a request for a change in working arrangements under section 65 of the Act.

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 6 supplements or deals with matters incidental to the NES provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 6 is an addition to section 65.

6.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

(a) the needs of the employee arising from their circumstances;

(b) the consequences for the employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

6.3 What the written response must include if the employer refuses the request

(a) Clause 6.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.2.

(b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(c) If the employer and employee could not agree on a change in working arrangements under clause 6.2, then the written response under section 65(4) must:

(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and

(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

6.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 6.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 6, can be dealt with under clause 31—Dispute resolution.

7. Facilitative provisions

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

7.2 Facilitative provisions in this award are contained in the following clauses:

Clause	Provision	Agreement between an employer and:
14.2(b)	Paid tea breaks	An individual
16	Payment of wages	An individual or a majority of employees
19.3	Time off instead of payment for overtime	An individual
22.11	Annual leave in advance	An individual
22.12	Cashing out of annual leave	An individual
28.3	Public holiday substitution	An individual
28.6	Additional leave days by mutual agreement	An individual

Part 2—Types of Employment and Classifications

8. Types of employment

8.1 Employees under this award will be employed in one of the following categories:

(a) full-time;

(b) part-time; or

(c) casual.

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

9. Full-time employees

9.1 A full-time employee is engaged to work:

(a) 38 hours per week; or

(b) an average of 38 hours per week in accordance with clause 13.1 of this award.

10. Part-time employees

10.1 A part-time employee is engaged to work less than an average of 38 ordinary hours per week and has reasonably predictable hours of work.

10.2 Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

10.3 The terms of the agreement in clause 10.2 may be varied by agreement and recorded in writing.

10.4 The terms of this award will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

11. Casual employees

[Varied by PR733887, PR743421]

[11.1 deleted by PR733887 from 27Sep21]

11.1 Casual loading

[11.2 renumbered as 11.1 by PR733887 from 27Sep21, substituted by PR743421 ppc 11Jul22]

For each ordinary hour worked, a casual employee must be paid the following:

(a) the minimum hourly rate applicable to their classification and pay point; and

(b) a loading of **25%** of the minimum hourly rate applicable to their classification and pay point.

This is the casual hourly rate.

[11.3 renumbered as 11.2 by PR733887 from 27Sep21]

11.2 When a casual employee works overtime, they must be paid the overtime rates in clause 19.2.

[11.4 renumbered as 11.3 by PR733887 from 27Sep21]

11.3 A casual employee will be paid a minimum of 2 hours' pay for each engagement.

[11.5 renumbered as 11.4 by PR733887 from 27Sep21]

11.4 A casual employee will be paid shiftwork loadings prescribed in clause 20—Shiftwork calculated on the minimum hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 11.1(b) then added to the penalty rate of pay.

11.5 Right to request casual conversion

[11.6 renumbered as 11.15 and renamed and substituted by PR733887 from 27Sep21]

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 31—Dispute resolution.

12. Classifications

12.1 A description of the classifications under this award is set out in Schedule A—Classification Definitions.

12.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

Part 3—Hours of Work

13. Ordinary hours of work and rostering arrangements

13.1 Ordinary hours and roster cycles

(a) Span of hours—day worker

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

(b) A **shiftworker** is an employee who is regularly rostered to work their ordinary hours of work outside the span of hours of a day worker as defined in clause 13.1(a).

(c) The ordinary hours of work for a full-time employee will be:

(i) 38 hours per week; or

(ii) 76 hours per fortnight; or

(iii) 152 hours over 28 days.

(d) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

(e) An accrued day off (ADO) system of work may be implemented where a full-time employee works no more than 19 days in a 4 week period of 152 hours.

(f) Each employee must be free from duty for not less than:

(i) 2 full days in each week; or

(ii) 4 full days in each fortnight; or

(iii) 8 full days in each 28-day cycle.

(g) Where practicable, days off referred to in clause 13.1(f) must be consecutive.

(h) For the purposes of clauses 13.1(f) and 13.1(g), duty includes time an employee is on-call.

(i) The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

13.2 Rostering

(a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

(b) The roster will set out employees' daily ordinary working hours and starting and finishing times.

(c) The roster will be displayed in a place conveniently accessible to employees at least 7 days before the commencement of the roster period.

(d) Unless the employer otherwise agrees, an employee desiring a roster change will give 7 days' notice except where the employee is ill or in an emergency.

(e) Subject to clause 13.2(f), 7 days' notice of a change of roster will be given by the employer to an employee.

(f) The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses 23—Ceremonial leave; 25—Personal/carer's leave and compassionate leave and 27—Unpaid family and domestic violence leave, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, an alternative day off will be taken at an agreed time.

13.3 Accumulation and taking of accrued days off (ADOs)

(a) Where a full-time employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 13, the ADO will be taken within 12 months of the date on which the first full ADO accrued.

(b) With the consent of the employer, ADOs may be accumulated up to a maximum of 5 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.

13.4 Rest breaks between rostered work

(a) An employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.

(b) By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.

(c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of **200%** of the minimum hourly rate applicable to their classification and pay point (or **200%** of the casual hourly rate in the case of a casual employee) until released from duty for such period.

14. Breaks

14.1 Unpaid meal breaks

(a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4th and the 6th hour after beginning work, where reasonably practicable. Provided that, by

agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.

(b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

(c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

14.2 Paid tea breaks

(a) Every employee will be entitled to a paid 10 minute tea break in each 4 hours worked at a time to be agreed between the employee and employer.

(b) Subject to agreement between the employer and employee, two 10 minute tea breaks may be taken as one 20 minute tea break.

(c) Tea breaks will count as time worked.

Part 4—Wages and Allowances

15. Minimum rates

[Varied by PR740715]

15.1 An employer must pay employees the following minimum rates for ordinary hours worked by the employee.

15.2 Nursing assistant

[15.2 varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
1st year	883.40	23.25
2nd year	897.20	23.61
3rd year and thereafter	911.60	23.99
Experienced (the holder of a relevant certificate III qualification)	940.90	24.76

15.3 Enrolled nurses

(a) Student enrolled nurse

[15.3(a) varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Less than 21 years of age	820.70	21.60
21 years of age and over	861.40	22.67

(b) Enrolled nurse

[15.3(b) varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Pay point 1	958.30	25.22
Pay point 2	971.00	25.55
Pay point 3	983.90	25.89
Pay point 4	998.10	26.27
Pay point 5	1008.10	26.53

15.4 Registered nurses

(a) Registered nurse—Levels 1–5

[15.4(a) varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Registered nurse—level 1		
Pay point 1	1025.20	26.98
Pay point 2	1046.20	27.53
Pay point 3	1071.90	28.21
Pay point 4	1100.40	28.96
Pay point 5	1134.20	29.85
Pay point 6	1167.00	30.71

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Pay point 7	1200.80	31.60
Pay point 8 and thereafter	1232.00	32.42
Registered nurse—level 2		
Pay point 1	1264.70	33.28
Pay point 2	1284.80	33.81
Pay point 3	1307.10	34.40
Pay point 4 and thereafter	1328.50	34.96
Registered nurse—level 3		
Pay point 1	1371.30	36.09
Pay point 2	1396.50	36.75
Pay point 3	1420.60	37.38
Pay point 4 and thereafter	1446.10	38.06
Registered nurse—level 4		
Grade 1	1565.10	41.19
Grade 2	1677.30	44.14
Grade 3	1775.10	46.71
Registered nurse—level 5		
Grade 1	1579.40	41.56
Grade 2	1663.20	43.77
Grade 3	1775.10	46.71
Grade 4	1885.80	49.63
Grade 5	2079.90	54.73
Grade 6	2275.70	59.89

(b) Minimum entry rate

[15.4(b) varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
4 year degree[1]	1070.50	28.17
Masters degree[1]	1107.40	29.14

[1] Progression from these entry rates will be to level 1—Registered nurse pay point 4 and 5 respectively.

15.5 Nurse practitioner

[15.5 varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
1st year	1578.00	41.53
2nd year	1624.90	42.76

15.6 Occupational health nurses

[15.6 varied by PR740715 ppc 01Jul22]

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Occupational health nurse—level 1		
Pay point 1	1100.40	28.96
Pay point 2	1134.20	29.85
Pay point 3	1167.00	30.71
Pay point 4	1200.80	31.60
Pay point 5	1232.00	32.42
Occupational health nurse—level 2		
Pay point 1	1264.70	33.28
Pay point 2	1284.80	33.81

Employee classification	Minimum weekly rate (full-time employee)	Minimum hourly rate
	$	$
Pay point 3	1307.10	34.40
Pay point 4	1328.50	34.96
Senior occupational health clinical nurse	1328.50	34.96
Occupational health nurse—level 3		
Pay point 1	1371.30	36.09
Pay point 2	1396.50	36.75
Pay point 3	1420.60	37.38
Pay point 4 and thereafter	1446.10	38.06

NOTE: See Schedule B—Summary of Hourly Rates of Pay for a summary of hourly rates of pay, including overtime and penalty rates.

15.7 Progression through pay points

(a) Progression will be:

(i) for full-time employees – by annual movement; or

(ii) for part-time or casual employees – 1786 hours of experience.

(b) Progression to the next pay point for all classifications for which there is more than one pay point will have regard to:

(i) the acquisition and use of skills described in the definitions contained in Schedule A—Classification Definitions; and

(ii) knowledge gained through experience in the practice settings over such a period.

15.8 Higher duties

(a) An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the higher classification rate.

(b) Higher duties allowance does not apply to Registered nurse levels 4 and 5.

16. Payment of wages

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

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

16.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

16.3 Payment on termination of employment

(a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:

(i) the employee's wages owing for any complete or incomplete pay period up to the end of the day of termination; and

(ii) all other amounts that are due to the employee, including under this award and the NES.

(b) The requirement to pay wages and other amounts under clause 16.3(a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.

NOTE 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.

NOTE 2: Clause 16.3(b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under section 120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.

NOTE 3: State and Territory long service leave laws or long service leave entitlements under section 113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.

17. Allowances

[Varied by PR740715, PR740883]

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

17.1 Employers must pay to an employee the allowances the employee is entitled to under clause 17.

Allowances under clause 17 do not apply to employees classified at Registered nurse levels 4 or 5.

NOTE: See Schedule C—Summary of Monetary allowances for a summary of monetary allowances and method of adjustment.

17.2 Wage-related allowances

(a) On-call allowance

[17.2(a)(i) varied by PR740715 ppc 01Jul22]

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

Between rostered shifts or ordinary hours on:	**$ per 24-hour period or part thereof**
Monday to Friday inclusive	24.09
Saturday	36.29
Sunday, public holiday or non-rostered day	42.34

(ii) For the purpose of clause 17.2(a) the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

17.3 Expense-related allowances

(a) Clothing and equipment

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

(ii) Uniform allowance

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

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

whichever is the lesser amount.

(iii) Laundry allowance

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

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

whichever is the lesser amount.

(iv) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the 4 weeks immediately preceding the taking of leave.

(b) Meal allowances

[17.3(b)(i) varied by PR740883 ppc 01Jul22]

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

- supplied with an adequate meal where an employer has adequate cooking and dining facilities; or
- paid a meal allowance of **$14.10**.

[17.3(b)(ii) varied by PR740883 ppc 01Jul22]

(ii) In addition to the allowance provided for in clause 17.3(b)(i), where overtime work exceeds 4 hours a further meal allowance of **$12.71** will be paid.

(iii) Clauses 17.3(b)(i) and 17.3(b)(ii) will not apply when an employee could reasonably return home for a meal within the meal break.

(iv) On request the meal allowance will be paid on the same day as overtime is worked.

(c) Travelling, transport and fares

[17.3(c)(i) varied by PR740883 ppc 01Jul22]

(i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than **$0.92** per kilometre.

(ii) When an employee is involved in travelling on duty, and the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer

on production of receipted account(s) or other evidence acceptable to the employer.

(iii) The employee will not be entitled to reimbursement for expenses referred to in clause 17.3(c)(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

18. Superannuation

18.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.2 Employer contributions

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

18.3 Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(c) The employer must pay the amount authorised under clauses 18.3(a) or 18.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.3(a) or 18.3(b) was made.

18.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.2 to another superannuation

fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.2 and pay the amount authorised under clauses 18.3(a) or 18.3(b) to one of the following superannuation funds or its successor:

(a) First State Super;

(b) Health Industry Plan (HIP);

(c) Health Employees Superannuation Trust of Australia (HESTA);

(d) Catholic Super (CSF);

(e) Mercy Super;

(f) Sunsuper;

(g) Tasplan;

(h) CareSuper;

(i) NGS Super;

(j) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or

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

Part 5—Overtime and Penalty Rates

19. Overtime

[Varied by PR734867]

19.1 Overtime rates—full-time and part-time employees

(a) Hours worked by full-time and part-time employees in excess of the ordinary hours on any day or shift prescribed in clause 13—Ordinary hours of work are to be paid as follows:

(i) Monday to Saturday (inclusive)—**150%** of the minimum hourly rate applicable to their classification and pay point for the first 2 hours and **200%** after 2 hours;

(ii) Sunday—**200%** of the minimum hourly rate applicable to their classification and pay point; and

(iii) Public holidays—**250%** of the minimum hourly rate applicable to their classification and pay point.

(b) Overtime rates as prescribed in clause 19.1(a) do not apply to Registered nurse levels 4 and 5.

(c) Overtime rates under clause 19 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 20—Shiftwork and clause 21—Saturday and Sunday work.

(d) Part-time employees

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 19.1(a).

19.2 Overtime rates—casual employees

(a) Hours worked by casual employees in excess of the ordinary hours on any day or shift prescribed in clause 13—Ordinary hours of work are to be paid as follows:

(i) Monday to Saturday (inclusive)—**150%** of the casual hourly rate for the first 2 hours and **200%** after 2 hours;

(ii) Sunday—**200%** of the casual hourly rate; and

(iii) Public holidays—**250%** of the casual hourly rate.

[19.2(b) varied by PR734867 ppc 14Oct21]

(b) Overtime rates as prescribed in clause 19.2(a) do not apply to Registered nurse levels 4 and 5.

(c) Overtime rates under clause 19 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 20—Shiftwork and clause 21—Saturday and Sunday work.

19.3 Time off instead of payment for overtime

(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.

(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 19.3 an employee who worked 2 overtime hours at **150%** of the minimum hourly rate applicable to their classification and pay point (**150%** of the casual hourly rate in the case of a casual employee) is entitled to 3 hours' time off.

(c) Time off must be taken:

(i) within the period of 6 months after the overtime is worked; and

(ii) at a time or times within that period of 6 months agreed by the employee and employer.

(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 19.3 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in clause 19.3(c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 19.3 will apply for overtime that has been worked.

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

(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 19.3 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 19.3.

19.4 Rest period after overtime

(a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.

(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of **200%** of the minimum hourly rate applicable to their classification and pay point (or **200%** of the casual hourly rate in the case of a casual employee) until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

19.5 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each 4 hours of overtime worked if required to continue to work after the break.

19.6 Recall to work when on-call

(a) An employee who is required to be on-call and who is recalled to work at the workplace will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

(b) An employee who is required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

19.7 Recall to work when not on-call

(a) An employee who is not required to be on-call and who is recalled to work at the workplace after leaving the employer's premises will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

(b) An employee who is not required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

(c) Except as provided in clause 19.7(d) the time spent travelling to and from the place of duty will be deemed to be time worked.

(d) Where an employee is recalled within 3 hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(e) An employee who is recalled to work will not be obliged to work for 3 hours if the work for which the employee was recalled is completed within a shorter period.

(f) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

19.8 On-call allowance

An employee who is required to be on-call may be entitled to an allowance in accordance with clause 17.2(a).

20. Shiftwork

20.1 For the purposes of clause 20:

(a) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

(b) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

20.2 Shiftwork loading

(a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of **12.5%** of the minimum hourly rate applicable to their classification and pay point.

(b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of **15%** of the minimum hourly rate applicable to their classification and pay point.

(c) The provisions of clause 20 do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.

(d) The shiftwork loadings prescribed in clause 20 will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the payment prescribed by clause 21—Saturday and Sunday work and clause 28—Public holidays applies.

(e) The provisions of clause 20 will not apply to Registered nurse levels 4 and 5.

21. Saturday and Sunday work

21.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid **150%** of the minimum hourly rate applicable to their classification and pay point (**150%** of the casual hourly rate in the case of casual employees) for the hours worked during this period.

21.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid **175%** of the minimum hourly rate applicable to their classification and pay point (**175%** of the casual hourly rate in the case of a casual employee) for the hours worked during this period.

Part 6—Leave and Public Holidays

22. Annual leave

22.1 Annual leave is provided for in the NES.

22.2 Quantum of annual leave

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

(b) A **shiftworker**, for the purposes of the additional week's annual leave provided by the NES, is an employee who:

(i) is regularly rostered over 7 days of the week; and

(ii) regularly works on weekends.

(c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 22.2(b) above is entitled to 5 weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 22.2(b) above is entitled to 6 weeks of paid annual leave for each year of service with their employer.

22.3 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.

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

22.4 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in clause 22, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

22.5 Annual leave loading

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

(a) an employee, other than a shiftworker, will be paid an annual leave loading of **17.5%** of their ordinary pay on a maximum of 152 hours/4 weeks' annual leave per annum;

(b) a shiftworker will be paid the higher of:

(i) an annual leave loading of **17.5%** of ordinary pay; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

22.6 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.

22.7 Close down periods—medical practices

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

22.8 Excessive leave accruals: general provision

NOTE: Clauses 22.8 to 22.10 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

(a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 22.2(b)).

(b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(c) Clause 22.9 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.

(d) Clause 22.10 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

22.9 Excessive leave accruals: direction by employer that leave be taken

(a) If an employer has genuinely tried to reach agreement with an employee under clause 22.8(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the employer under clause 22.9(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) The employee must take paid annual leave in accordance with a direction under clause 22.9(a) that is in effect.

(d) An employee to whom a direction has been given under clause 22.9(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 22.9(d) may result in the direction ceasing to have effect. See clause 22.9(b)(i).

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

22.10 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 22.8(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 22.10(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 22.9(a) that, when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 22.10(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 22.8, 22.9 or 22.10 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 22.10(a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 22.2(b)) in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 22.10(a).

22.11 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

(i) state the amount of leave to be taken in advance and the date on which leave is to commence; and

(ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 22.11 is set out at Schedule D—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule D—Agreement to Take Annual Leave in Advance.

(c) The employer must keep a copy of any agreement under clause 22.11 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 22.11, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

22.12 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 22.12.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 22.12.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(d) An agreement under clause 22.12 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(e) An agreement under clause 22.12 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(i) The employer must keep a copy of any agreement under clause 22.12 as an employee record.

NOTE 1: Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 22.12.

NOTE 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 22.12.

NOTE 3: An example of the type of agreement required by clause 22.12 is set out at Schedule E—Agreement to Cash Out Annual Leave. There is no requirement to use the form of agreement set out at Schedule E—Agreement to Cash Out Annual Leave.

23. Ceremonial leave

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

24. Parental leave and related entitlements

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

25. Personal/carer's leave and compassionate leave

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

26. Community service leave

Community service leave is provided for in the NES.

27. Unpaid family and domestic violence leave

Unpaid family and domestic violence leave is provided for in the NES.

NOTE 1: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

28. Public holidays

[Varied by PR743421, PR747351]

28.1 Public holiday entitlements are provided for in the NES.

28.2 Payment for work done on public holidays

(a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at:

(i) For a full-time and part-time employee, **200%** of the minimum hourly rate applicable to their classification and pay point.

(ii) For a casual employee, **200%** of the casual hourly rate.

(b) Businesses that operate 7 days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of **50%** of the employee's minimum hourly rate applicable to their classification and pay point (or **50%** of the casual hourly rate in the case of a casual employee) for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of **50%** of the employee's minimum hourly rate applicable to their classification and pay point (or **50%** of the casual hourly rate in the case of a casual employee) for the hours worked on that day instead of the rate referred to in clause 28.2(a).

28.3 Public holiday substitution

(a) An employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

(b) An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

28.4 Public holidays occurring on rostered days off

[Paragraph in 28.4 numbered as 28.4(a) by PR747351 ppc 14Nov22]

(a) 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 to Friday employees.

[28.4(b) inserted by PR747351 ppc 14Nov22]

(b) If a public holiday is a part-day public holiday, then clause 28.4(a) applies on a pro-rata basis for the number of ordinary hours on the part-day public holiday.

28.5 Accrued days off on public holidays

[28.5 varied by PR743421, substituted by PR747351 ppc 14Nov22]

Where an employee's accrued day off falls on a public holiday, another day or part-day, determined by the employer, will be taken instead. Where practical the alternative day or part-day off will be taken within the same 4 or 5 week work cycle.

28.6 Additional leave days by mutual agreement

(a) Instead of being paid **200%** of the minimum hourly rate applicable to their classification and pay point under clause 28.2(a), where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave. This leave may be taken in conjunction with a period of annual leave.

(b) Payment for any days taken as leave, accrued in accordance with clause 28.6(a) will be at the employee's ordinary rate of pay, excluding shiftwork loadings and/or weekend penalty rates and annual leave loading.

(c) The taking of any additional days accrued as leave in accordance with 28.6(a) will be by mutual agreement between the employer and employee, provided that such agreement will not be unreasonably withheld.

(d) Subject to clause 28.6(e), any untaken additional days accrued as leave in accordance with clause 28.6(a) will be paid out to the employee upon termination of employment.

(e) Any additional days accrued as leave in accordance with clause 28.6(a) will not be considered annual or personal/carer's leave for any purpose.

(f) Clause 28.6 will not apply to casual employees.

[28.7 deleted by PR747351 ppc 14Nov22]

Part 7—Consultation and Dispute Resolution

29. Consultation about major workplace change

29.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and

(b) discuss with affected employees and their representatives (if any):

(i) the introduction of the changes; and

(ii) their likely effect on employees; and

(iii) measures to avoid or reduce the adverse effects of the changes on employees; and

(c) commence discussions as soon as practicable after a definite decision has been made.

29.2 For the purposes of the discussion under clause 29.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

(a) their nature; and

(b) their expected effect on employees; and

(c) any other matters likely to affect employees.

29.3 Clause 29.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

29.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 29.1(b).

29.5 In clause 29 **significant effects**, on employees, includes any of the following:

(a) termination of employment; or

(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

(c) loss of, or reduction in, job or promotion opportunities; or

(d) loss of, or reduction in, job tenure; or

(e) alteration of hours of work; or

(f) the need for employees to be retrained or transferred to other work or locations; or

(g) job restructuring.

29.6 Where this award makes provision for alteration of any of the matters defined at clause 29.5, such alteration is taken not to have significant effect.

30. Consultation about changes to rosters or hours of work

30.1 Clause 30 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

30.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).

30.3 For the purpose of the consultation, the employer must:

(a) provide to the employees and representatives mentioned in clause 30.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

30.4 The employer must consider any views given under clause 30.3(b).

30.5 Clause 30 is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

31. Dispute resolution

31.1 Clause 31 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.

31.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.

31.3 If the dispute is not resolved through discussion as mentioned in clause 31.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

31.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 31.2 and 31.3, a party to the dispute may refer it to the Fair Work Commission.

31.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

31.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.

31.7 A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 31.

31.8 While procedures are being followed under clause 31 in relation to a dispute:

(a) work must continue in accordance with this award and the Act; and

(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

31.9 Clause 31.8 is subject to any applicable work health and safety legislation.

Part 8—Termination of Employment and Redundancy

32. Termination of employment

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

32.1 Notice of termination by an employee

(a) Clause 32.1 applies to all employees except those identified in sections 123(1) and 123(3) of the Act.

(b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 **Employee's period of continuous service with the employer at the end of the day the notice is given**	**Column 2** **Period of notice**
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

(c) In clause 32.1(b) **continuous service** has the same meaning as in section 117 of the Act.

(d) If an employee who is at least 18 years old does not give the period of notice required under clause 32.1(b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

(e) If the employer has agreed to a shorter period of notice than that required under clause 32.1(b), then no deduction can be made under clause 32.1(d).

(f) Any deduction made under clause 32.1(d) must not be unreasonable in the circumstances.

32.2 Job search entitlement

(a) Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

(b) The time off under clause 32.2 is to be taken at times that are convenient to the employee after consultation with the employer.

33. Redundancy

NOTE: Redundancy pay is provided for in the NES. See sections 119 to 123 of the Act.

33.1 Transfer to lower paid duties on redundancy

(a) Clause 33.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.

(b) The employer may:

(i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or

(ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause 33.1(c).

(c) If the employer acts as mentioned in clause 33.1(b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-

purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

33.2 Employee leaving during redundancy notice period

(a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.

(b) The employee is entitled to receive the benefits and payments they would have received under clause 33 or under sections 119 to 123 of the Act had they remained in employment until the expiry of the notice.

(c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

33.3 Job search entitlement

(a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.

(b) If an employee is allowed time off without loss of pay of more than one day under clause 33.3(a), the employee must, at the request of the employer, produce proof of attendance at an interview.

(c) A statutory declaration is sufficient for the purpose of clause 33.3(b).

(d) An employee who fails to produce proof when required under clause 33.3(b) is not entitled to be paid for the time off.

(e) This entitlement applies instead of clause 32.2.

Schedule A—Classification Definitions

A.1 Nursing assistant

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

A.2 Nursing care

Nursing care means:

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

A.3 Student enrolled nurse

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

A.4 Enrolled nurses

A.4.1 Enrolled nurse—pay point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

- The employee has limited or no practical experience of current situations; and

- The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.4.2 Enrolled nurse—pay point 2

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

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

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

(c) Skill indicators

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

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

A.4.3 Enrolled nurse—pay point 3

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

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

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

(c) Skill indicators

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

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;

- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.4.4 Enrolled nurse—pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

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

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

A.4.5 Enrolled nurse—pay point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

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

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

A.5 Registered nurses

A.5.1 Registered nurse—level 1 (RN1)

(a) An employee at this level performs their duties:

(i) according to their level of competence; and

(ii) under the general guidance of, or with general access to, a more competent registered nurse (RN) who provides work related support and direction.

(b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

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

A.5.2 Registered nurse—level 2 (RN2)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.2 on a continuing basis.

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

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

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

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

A.5.3 Registered nurse—level 3 (RN3)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in clause A.5.3 on a continuing basis.

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

(c) 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** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a **Nurse educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;

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

A.5.4 Registered nurse—level 4 (RN4)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.4 on a continuing basis.

(b) 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).

(c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause A.5.4. In this connection the number of beds in a facility will be a relevant consideration.

(d) 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 counselling for nursing staff.

A.5.5 Registered nurse level 5—(RN5)

(a) An employee at this level:

(i) holds any other qualification required for working in the employee's particular practice setting; and

(ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in clause A.5.5 on a continuing basis.

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

(c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in clause A.5.5. In this connection the number of beds in a facility will be a relevant consideration.

(d) In addition to the duties of an RN4, an employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;

- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.6 Occupational health nurses

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

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

A.6.1 Occupational health nurse—level 1

An employee at this level:

(a) is an RN with at least 4 years post registration experience; and

(b) performs duties in relation to occupational health consistent with:

- giving direct nursing care to a group of clients;
- assessing nursing care needs of clients; and
- participating in provision of education to clients.

A.6.2 Occupational health clinical nurse—level 2

(a) An employee at this level:

(i) is an RN with at least 4 years post registration experience; and

(ii) performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse level 1.

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

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

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

- the prevention of injury/illness;
- rehabilitation; and
- occupational hazard identification.

A.6.3 Senior occupational health clinical nurse

An employee at this level is an RN with at least 5 years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to 4 or less Occupational health nurses and/or Occupational health clinical nurses.

A.6.4 Occupational health nurse consultant—level 3

An employee at this level is an RN with at least 5 years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to 5 or more Occupational nurses and/or Occupational health clinical nurses.

A.7 Nurse Practitioner

(a) A Nurse practitioner:

(i) is a registered nurse/midwife appointed to the role;

(ii) has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

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

A.7.2 Role of a licensed Nurse practitioner

(a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse/midwife in extended practice across stable, unpredictable and complex situations.

(b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

A.7.3 Scope of practice

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

(i) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and

(ii) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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

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

Schedule B—Summary of Hourly Rates of Pay

[Varied by PR740715]

B.1 Nursing assistant

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

[B.1.1 varied by PR740715 ppc 01Jul22]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
1st year	23.25	26.16	26.74	34.88	40.69	46.50
2nd year	23.61	26.56	27.15	35.42	41.32	47.22
3rd year and thereafter	23.99	26.99	27.59	35.99	41.98	47.98
Experienced (the holder of a relevant certificate III qualification)	24.76	27.86	28.47	37.14	43.33	49.52

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

[B.1.2 varied by PR740715 ppc 01Jul22]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
1st year	34.88	46.50	46.50	58.13
2nd year	35.42	47.22	47.22	59.03
3rd year and thereafter	35.99	47.98	47.98	59.98
Experienced (the holder of a relevant certificate III qualification)	37.14	49.52	49.52	61.90

B.1.3 Casual employees—ordinary and penalty rates

[B.1.3 varied by PR740715 ppc 01Jul22]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
1st year	29.06	31.97	32.55	43.59	50.86	58.12
2nd year	29.51	32.46	33.05	44.27	51.64	59.02
3rd year and thereafter	29.99	32.99	33.59	44.99	52.48	59.98
Experienced (the holder of a relevant certificate III qualification)	30.95	34.05	34.66	46.43	54.16	61.90

[1] The casual hourly rate is defined in clause 2—Definitions.

B.2 Enrolled nurses

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

[B.2.1 varied by PR740715 ppc 01Jul22]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
Student enrolled nurse						
Less than 21 years	21.60	24.30	24.84	32.40	37.80	43.20
21 years and over	22.67	25.50	26.07	34.01	39.67	45.34
Enrolled nurse						
Pay point 1	25.22	28.37	29.00	37.83	44.14	50.44
Pay point 2	25.55	28.74	29.38	38.33	44.71	51.10
Pay point 3	25.89	29.13	29.77	38.84	45.31	51.78
Pay point 4	26.27	29.55	30.21	39.41	45.97	52.54
Pay point 5	26.53	29.85	30.51	39.80	46.43	53.06

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

[B.2.2 varied by PR740715 ppc 01Jul22]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Student enrolled nurse				
Less than 21 years	32.40	43.20	43.20	54.00
21 years and over	34.01	45.34	45.34	56.68
Enrolled nurse				
Pay point 1	37.83	50.44	50.44	63.05
Pay point 2	38.33	51.10	51.10	63.88
Pay point 3	38.84	51.78	51.78	64.73
Pay point 4	39.41	52.54	52.54	65.68
Pay point 5	39.80	53.06	53.06	66.33

B.2.3 Casual employees—ordinary and penalty rates

[B.2.3 varied by PR740715 ppc 01Jul22]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
Student enrolled nurse						
Less than 21 years	27.00	29.70	30.24	40.50	47.25	54.00
21 years and over	28.34	31.17	31.74	42.51	49.60	56.68
Enrolled nurse						
Pay point 1	31.53	34.68	35.31	47.30	55.18	63.06
Pay point 2	31.94	35.13	35.77	47.91	55.90	63.88
Pay point 3	32.36	35.60	36.25	48.54	56.63	64.72
Pay point 4	32.84	36.12	36.78	49.26	57.47	65.68
Pay point 5	33.16	36.48	37.14	49.74	58.03	66.32

[1] The casual hourly rate is defined in clause 2—Definitions.

B.3 Registered nurses

B.3.1 Full-time and part-time employees—ordinary and penalty rates

[B.3.1 varied by PR740715 ppc 01Jul22]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
Registered nurse—level 1						
Pay point 1	26.98	30.35	31.03	40.47	47.22	53.96
Pay point 2	27.53	30.97	31.66	41.30	48.18	55.06
Pay point 3	28.21	31.74	32.44	42.32	49.37	56.42
Pay point 4	28.96	32.58	33.30	43.44	50.68	57.92
Pay point 5	29.85	33.58	34.33	44.78	52.24	59.70
Pay point 6	30.71	34.55	35.32	46.07	53.74	61.42
Pay point 7	31.60	35.55	36.34	47.40	55.30	63.20
Pay point 8 and thereafter	32.42	36.47	37.28	48.63	56.74	64.84
Registered nurse—level 2						
Pay point 1	33.28	37.44	38.27	49.92	58.24	66.56
Pay point 2	33.81	38.04	38.88	50.72	59.17	67.62
Pay point 3	34.40	38.70	39.56	51.60	60.20	68.80
Pay point 4 and thereafter	34.96	39.33	40.20	52.44	61.18	69.92
Registered nurse—level 3						
Pay point 1	36.09	40.60	41.50	54.14	63.16	72.18
Pay point 2	36.75	41.34	42.26	55.13	64.31	73.50
Pay point 3	37.38	42.05	42.99	56.07	65.42	74.76
Pay point 4 and thereafter	38.06	42.82	43.77	57.09	66.61	76.12

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
Registered nurse—level 4[1]						
Grade 1	41.19	–	–	61.79	72.08	82.38
Grade 2	44.14	–	–	66.21	77.25	88.28
Grade 3	46.71	–	–	70.07	81.74	93.42
Registered nurse—level 5[1]						
Grade 1	41.56	–	–	62.34	72.73	83.12
Grade 2	43.77	–	–	65.66	76.60	87.54
Grade 3	46.71	–	–	70.07	81.74	93.42
Grade 4	49.63	–	–	74.45	86.85	99.26
Grade 5	54.73	–	–	82.10	95.78	109.46
Grade 6	59.89	–	–	89.84	104.81	119.78
Minimum entry rates						
4 year degree	28.17	31.69	32.40	42.26	49.30	56.34
Masters degree	29.14	32.78	33.51	43.71	51.00	58.28

[1] Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

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

[B.3.2 varied by PR740715 ppc 01Jul22]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Registered nurse—level 1				
Pay point 1	40.47	53.96	53.96	67.45
Pay point 2	41.30	55.06	55.06	68.83

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Pay point 3	42.32	56.42	56.42	70.53
Pay point 4	43.44	57.92	57.92	72.40
Pay point 5	44.78	59.70	59.70	74.63
Pay point 6	46.07	61.42	61.42	76.78
Pay point 7	47.40	63.20	63.20	79.00
Pay point 8 and thereafter	48.63	64.84	64.84	81.05
Registered nurse—level 2				
Pay point 1	49.92	66.56	66.56	83.20
Pay point 2	50.72	67.62	67.62	84.53
Pay point 3	51.60	68.80	68.80	86.00
Pay point 4 and thereafter	52.44	69.92	69.92	87.40
Registered nurse—level 3				
Pay point 1	54.14	72.18	72.18	90.23
Pay point 2	55.13	73.50	73.50	91.88
Pay point 3	56.07	74.76	74.76	93.45
Pay point 4 and thereafter	57.09	76.12	76.12	95.15
Registered nurse—level 4[1]	–	–	–	–
Registered nurse—level 5[1]	–	–	–	–
Minimum entry rates				
4 year degree	42.26	56.34	56.34	70.43
Masters degree	43.71	58.28	58.28	72.85

[1] Overtime rates do not apply to Registered nurse levels 4 and 5 in accordance with clause 19.1(b).

B.3.3 Casual employees—ordinary and penalty rates

[B.3.3 varied by PR740715 ppc 01Jul22]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
Registered nurse—level 1						
Pay point 1	33.73	37.10	37.77	50.60	59.03	67.46
Pay point 2	34.41	37.85	38.54	51.62	60.22	68.82
Pay point 3	35.26	38.79	39.49	52.89	61.71	70.52
Pay point 4	36.20	39.82	40.54	54.30	63.35	72.40
Pay point 5	37.31	41.04	41.79	55.97	65.29	74.62
Pay point 6	38.39	42.23	42.99	57.59	67.18	76.78
Pay point 7	39.50	43.45	44.24	59.25	69.13	79.00
Pay point 8 and thereafter	40.53	44.58	45.39	60.80	70.93	81.06
Registered nurse—level 2						
Pay point 1	41.60	45.76	46.59	62.40	72.80	83.20
Pay point 2	42.26	46.49	47.33	63.39	73.96	84.52
Pay point 3	43.00	47.30	48.16	64.50	75.25	86.00
Pay point 4 and thereafter	43.70	48.07	48.94	65.55	76.48	87.40
Registered nurse—level 3						
Pay point 1	45.11	49.62	50.53	67.67	78.94	90.22
Pay point 2	45.94	50.53	51.45	68.91	80.40	91.88
Pay point 3	46.73	51.40	52.33	70.10	81.78	93.46
Pay point 4 and thereafter	47.58	52.33	53.28	71.37	83.27	95.16
Registered nurse—level 4[2]						
Grade 1	51.49	–	–	77.24	90.11	102.98
Grade 2	55.18	–	–	82.77	96.57	110.36

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
Grade 3	58.39	–	–	87.59	102.18	116.78
Registered nurse—level 5[2]						
Grade 1	51.95	–	–	77.93	90.91	103.90
Grade 2	54.71	–	–	82.07	95.74	109.42
Grade 3	58.39	–	–	87.59	102.18	116.78
Grade 4	62.04	–	–	93.06	108.57	124.08
Grade 5	68.41	–	–	102.62	119.72	136.82
Grade 6	74.86	–	–	112.29	131.01	149.72
Minimum entry rates						
4 year degree	35.21	38.73	39.44	52.82	61.62	70.42
Masters degree	36.43	40.07	40.80	54.65	63.75	72.86

[1] The casual hourly rate is defined in clause 2—Definitions.

[2] Shiftwork loadings do not apply to Registered nurse levels 4 and 5 in accordance with clause 20.2(e).

B.4 Nurse practitioner

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

[B.4.1 varied by PR740715 ppc 01Jul22]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
1st year	41.53	46.72	47.76	62.30	72.68	83.06
2nd year	42.76	48.11	49.17	64.14	74.83	85.52

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

[B.4.2 varied by PR740715 ppc 01Jul22]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
1st year	62.30	83.06	83.06	103.83
2nd year	64.14	85.52	85.52	106.90

B.4.3 Casual employees—ordinary and penalty rates

[B.4.3 varied by PR740715 ppc 01Jul22]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
1st year	51.91	57.10	58.14	77.87	90.84	103.82
2nd year	53.45	58.80	59.86	80.18	93.54	106.90

[1] The casual hourly rate is defined in clause 2—Definitions.

B.5 Occupational health nurse

B.5.1 Full-time and part-time employees—ordinary and penalty rates

[B.5.1 varied by PR740715 ppc 01Jul22]

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
Occupational health nurse—level 1						
Pay point 1	28.96	32.58	33.30	43.44	50.68	57.92
Pay point 2	29.85	33.58	34.33	44.78	52.24	59.70

	Minimum hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate					
	100%	112.5%	115%	150%	175%	200%
	$	$	$	$	$	$
Pay point 3	30.71	34.55	35.32	46.07	53.74	61.42
Pay point 4	31.60	35.55	36.34	47.40	55.30	63.20
Pay point 5	32.42	36.47	37.28	48.63	56.74	64.84
Occupational health nurse—level 2						
Pay point 1	33.28	37.44	38.27	49.92	58.24	66.56
Pay point 2	33.81	38.04	38.88	50.72	59.17	67.62
Pay point 3	34.40	38.70	39.56	51.60	60.20	68.80
Pay point 4	34.96	39.33	40.20	52.44	61.18	69.92
Senior occupational health clinical nurse	34.96	39.33	40.20	52.44	61.18	69.92
Occupational health nurse—level 3						
Pay point 1	36.09	40.60	41.50	54.14	63.16	72.18
Pay point 2	36.75	41.34	42.26	55.13	64.31	73.50
Pay point 3	37.38	42.05	42.99	56.07	65.42	74.76
Pay point 4 and thereafter	38.06	42.82	43.77	57.09	66.61	76.12

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

[B.5.2 varied by PR740715 ppc 01Jul22]

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Occupational health nurse—level 1				

	Monday to Saturday		Sunday	Public holiday
	First 2 hours	After 2 hours		
	% of minimum hourly rate			
	150%	200%	200%	250%
	$	$	$	$
Pay point 1	43.44	57.92	57.92	72.40
Pay point 2	44.78	59.70	59.70	74.63
Pay point 3	46.07	61.42	61.42	76.78
Pay point 4	47.40	63.20	63.20	79.00
Pay point 5	48.63	64.84	64.84	81.05
Occupational health nurse—level 2				
Pay point 1	49.92	66.56	66.56	83.20
Pay point 2	50.72	67.62	67.62	84.53
Pay point 3	51.60	68.80	68.80	86.00
Pay point 4	52.44	69.92	69.92	87.40
Senior occupational health clinical nurse	52.44	69.92	69.92	87.40
Occupational health nurse—level 3				
Pay point 1	54.14	72.18	72.18	90.23
Pay point 2	55.13	73.50	73.50	91.88
Pay point 3	56.07	74.76	74.76	93.45
Pay point 4 and thereafter	57.09	76.12	76.12	95.15

B.5.3 Casual employees—ordinary and penalty rates

[B.5.3 varied by PR740715 ppc 01Jul22]

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
Occupational health nurse—level 1						
Pay point 1	36.20	39.82	40.54	54.30	63.35	72.40

	Casual hourly rate	Monday to Friday		Saturday	Sunday	Public holiday
		Afternoon shift	Night shift			
	% of minimum hourly rate			% of casual hourly rate[1]		
	125%	137.5%	140%	150%	175%	200%
	$	$	$	$	$	$
Pay point 2	37.31	41.04	41.79	55.97	65.29	74.62
Pay point 3	38.39	42.23	42.99	57.59	67.18	76.78
Pay point 4	39.50	43.45	44.24	59.25	69.13	79.00
Pay point 5	40.53	44.58	45.39	60.80	70.93	81.06
Occupational health nurse—level 2						
Pay point 1	41.60	45.76	46.59	62.40	72.80	83.20
Pay point 2	42.26	46.49	47.33	63.39	73.96	84.52
Pay point 3	43.00	47.30	48.16	64.50	75.25	86.00
Pay point 4	43.70	48.07	48.94	65.55	76.48	87.40
Senior occupational health clinical nurse	43.70	48.07	48.94	65.55	76.48	87.40
Occupational health nurse—level 3						
Pay point 1	45.11	49.62	50.53	67.67	78.94	90.22
Pay point 2	45.94	50.53	51.45	68.91	80.40	91.88
Pay point 3	46.73	51.40	52.33	70.10	81.78	93.46
Pay point 4 and thereafter	47.58	52.33	53.28	71.37	83.27	95.16

[1] The casual hourly rate is defined in clause 2—Definitions.

Schedule C—Summary of Monetary allowances

[Varied by PR740883, PR740715]

See clause 17—Allowances for full details of allowances payable under this award.

C.1 Wage-related allowances

[C.1.1 varied by PR740715 ppc 01Jul22]

C.1.1 The wage-related allowances in this award are based on the standard rate as defined in clause 2—Definitions as the minimum weekly rate for a Registered nurse–level 1, pay point 1 in clause 15.4 = **$1025.20**.

Allowance	Clause	% of standard rate	$	Payable
On-call allowance—between rostered shifts or ordinary hours on—Monday to Friday inclusive	17.2(a)(i)	2.35	24.09	per 24-hour period or part thereof
On-call allowance—between rostered shifts or ordinary hours on—Saturday	17.2(a)(i)	3.54	36.29	per 24-hour period or part thereof
On-call allowance—between rostered shifts or ordinary hours on—Sunday, public holiday or non-rostered day	17.2(a)(i)	4.13	42.34	per 24-hour period or part thereof

C.1.2 Adjustment of wage-related allowances

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

C.2 Expense-related allowances

[C.2.1 varied by PR740883 ppc 01Jul22]

C.2.1 The following expense-related allowances will be payable to employees in accordance with clause 17.3:

Allowance	Clause	$	Payable
Uniform allowance, the lesser of—per shift or part thereof	17.3(a)(ii)	1.23	per shift or part thereof
Uniform allowance, the lesser of—per week	17.3(a)(ii)	6.24	per week
Laundry allowance, the lesser of—per shift or part thereof	17.3(a)(iii)	0.32	per shift or part thereof

Allowance	Clause	$	Payable
Laundry allowance, the lesser of—per week	17.3(a)(iii)	1.49	per week
Meal allowances—overtime	17.3(b)(i)	14.10	per occasion
Meal allowances—further meal allowance where overtime exceeds 4 hours	17.3(b)(ii)	12.71	per occasion
Travelling, transport and fares—own vehicle	17.3(c)(i)	0.92	per km

C.2.2 Adjustment of expense-related allowances

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

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

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

Schedule D—Agreement to Take Annual Leave in Advance

Link to PDF copy of Agreement to Take Annual Leave in Advance.

Name of employee: _____

Name of employer: _____

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

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

The leave in advance will commence on: ___/___/20___

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

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

I agree that:

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

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

Schedule E—Agreement to Cash Out Annual Leave

Link to PDF copy of Agreement to Cash Out Annual Leave.

Name of employee: _____

Name of employer: _____

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

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

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

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

Signature of employee: _____

Date signed: ___/___/20___

Name of employer representative: _____

Signature of employer representative: _____

Date signed: ___/___/20___

Include if the employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ___/___/20___

[Schedule F—Part-day Public Holidays deleted by PR747351 ppc 14Nov22]

[Schedule X—Additional Measures During the COVID-19 Pandemic varied by PR736911; deleted by PR746868 ppc 17Oct22]