

ST ANDREW'S HOSPITAL
NURSING EMPLOYEES
and ANMF
ENTERPRISE AGREEMENT
2024

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1. APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Enterprise Agreement shall be known as the St Andrew's Hospital Inc., Nursing Employees & ANMF Enterprise Agreement 2024.

1.2 COVERAGE

This Agreement shall cover:

- St Andrew's Hospital Inc. and
- Nursing Employees employed by St Andrew's, employed in classifications specified in this Agreement; and
- The Australian Nursing and Midwifery Federation (South Australian Branch), subject to an order of the Fair Work Commission under section 183 of the Act.

Clinical Managers are not covered by this Agreement.

1.3 DATE AND PERIOD OF OPERATION

This Agreement comes into operation seven (7) days after the day it is approved by the Fair Work Commission and its nominal expiry date is 1 October 2026.

1.4 NO EXTRA CLAIMS

The parties undertake that during the nominal life of this Agreement there shall be no further wage increases or variation of conditions sought except as provided under the terms of this agreement or as a variation to the Agreement in accordance with the Act.

1.5 NES PRECEDENCE

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.6 DEFINITIONS

1.6.1 “**Act**” means the *Fair Work Act 2009* (Cth) as amended from time to time.

1.6.4 “**Casual Hourly Rate**” means the Ordinary Rate Of Pay plus the 25% casual loading

1.6.5 “**Employee(s)**” means all Nursing Employees covered by this Agreement.

1.6.5 “**Employer**”, “St Andrew's” or “Hospital” means St Andrew's Hospital Inc.

- 1.6.6 (a) **Enrolled nurse (EN)** means an Employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a RN or midwife, as regulated by the Australian Health Practitioner Regulation Agency and holds a current practising certificate.
- (b) **Student nurse (SN)** means an Employee who is specifically employed on the basis that they are undertaking a course for the preparation of registered nurses which has been approved by the Australian Health Practitioner Regulation Agency.
- (c) **Registered nurse (RN)** means an Employee registered by the Australian Health Practitioner Regulation Agency as a Registered general nurse and who holds a current practising certificate.
- 1.6.7 **“Hospital”** means St Andrew’s Hospital Inc. (St Andrew’s)
- 1.6.8 **“Management”** means the Chief Executive Officer and/or his or her nominees.
- 1.6.9 **“Mutual Agreement”** means agreement between the Employer and an Employee on a matter that has been negotiated on an individual basis, regarding an individual event (on a day to day basis), as allowed for in this Agreement. In such negotiations Employees have the rights to decline a management proposal without being penalised in any way for doing so.
- 1.6.10 **“National Employment Standards”** or **“NES”** has the same meaning as under the Act that provides Employees with a safety net of minimum terms and conditions of employment.
- 1.6.11 **“Nursing care”** means activities undertaken by a nurse in order to:
- 1.6.11(a) assess the nursing needs of the individual patient/client, the family or community group;
 - 1.6.11(b) develop a plan of care in association with the patient/client and/or their family and with other appropriate health professionals;
 - 1.6.11(c) implement care plans;
 - 1.6.11(d) evaluate the effectiveness of care provided in terms of the outcomes of the nursing intervention; and
 - 1.6.11(e) appropriately revise the plan of care.
- 1.6.12 **“Ordinary rate of pay”** means the base rate of pay for a period worked (described in this Agreement as the Employee’s ordinary rate of pay provided at Schedule 1) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.
- 1.6.13 **“Rostered day off”** means the normal unpaid days off duty provided for in accordance with a roster.
- 1.6.14 **“Union”** or **“ANMF”** means the Australian Nursing and Midwifery Federation South Australian Branch – ANMF, an organisation of Employees registered pursuant to the Act.

1.7 OBJECTIVES

- 1.7.1 Commitment to Quality Care – St Andrew's Hospital is committed to the highest quality of care and service. In line with the National Standards and the Australian Council of Healthcare Standards, service delivery is constantly reviewed, to achieve best practice in provision of patient care.
- 1.7.2 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace and without significantly impairing quality of patient care as well as to further improve productivity, staff safety and efficiency at the enterprise and enhance job satisfaction, security and remuneration.
- 1.7.3 The purpose of an Agreement is to achieve a stable industrial relations framework at the enterprise level in order to assist the Hospital to improve the efficiency, quality of services and business performance.
- 1.7.4 The Agreement seeks to create an environment whereby the Hospital can be encouraged to further invest into its own future growth and development which is a critical factor for medium to long term success.
- 1.7.5 The Agreement aims to continually improve communication and cooperation at the workplace level between management and Employees. The Agreement recognises the important contribution of nurses in ensuring the Hospital's successful future.
- 1.7.6 The Agreement commits the Hospital and its workforce to achieve best practice standard in all aspects of the operations of the business.

1.8 ANTI-DISCRIMINATION

- 1.8.1 It is the intention of St Andrew's Hospital Inc. to achieve the principal objective of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 1.8.2 Accordingly, in fulfilling their obligations under the clause 2.3 – Dispute Settlement/Resolution Procedure, St Andrew's Hospital Inc. must make every endeavour to ensure that neither the Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 1.8.3 Nothing in this clause is to be taken to affect:
 - 1.8.3(a) any different treatment (or treatment having different effects) which is specifically exempt under Commonwealth anti-discrimination legislation;
 - 1.8.3(b) an Employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or
 - 1.8.3(c) any exemptions under the Act.

1.9 RENEGOTIATION OF AGREEMENT

The parties to this Agreement agree that negotiations for a new agreement will commence no later than six (6) months prior to the nominal expiry date of this Agreement. If agreement is not reached on a renegotiated Agreement at the nominal expiry date of this Agreement, the Agreement will continue to remain in force until superseded, varied or rescinded.

1.10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1.10.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:

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

1.10.2 The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned above; and

1.10.3 The arrangement is genuinely agreed to by the Employer and Employee without coercion or duress.

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

1.10.5 If the employer wishes to initiate the making of an individual flexibility agreement it 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.

1.10.6 The Employer must ensure that the terms of the individual flexibility arrangement:

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

1.10.7 The Employer must ensure that the individual flexibility arrangement:

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

1.10.8 Except as provided in clause 1.10.7(c), an individual flexibility agreement must not require the approval or consent of a person other than the employer and the employee.

1.10.9 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.10.10 The Employer or Employee may terminate the individual flexibility arrangement:

- 1.10.10(a) by giving 28 days written notice to the other party to the arrangement; or
- 1.10.10(b) if the Employer and Employee agree in writing — at any time.

1.11 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Eligible employees as defined in the NES may make requests for flexible working arrangements under section 65 of the Act after a qualifying period of service. These requests will be considered by the Hospital and managed in accordance with the NES. Any disputes associated with the application of those provisions will be managed in line with the dispute resolution process contained within clause 2.3 of this Agreement or under the Act.

1.12 UNION NOTICE BOARDS

The Employer shall provide a notice board for the purpose of the ANMF and Worksite Representatives to post formal ANMF notices about matters pertaining to the employment relationship in connection with the operation and application of this Agreement.

All such notices shall be authorised by the Union.

2. CONSULTATION AND DISPUTE PROCEDURES

2.1 CONSULTATION AND COMMUNICATION

- 2.1.1 The parties commit to continuing dialogue over the operation of the provisions of the Agreement.
- 2.1.2 The parties are committed to consultation and communication throughout all management levels of the Employer as effective mechanisms for communication are fundamental to the achievements of greater productivity, efficiency, flexibility and job satisfaction.

2.2 INTRODUCTION OF CHANGE

- 2.2.1 This clause applies if:
- 2.2.1(a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise, that is likely to have a significant effect on Employees of the enterprise, or
 - 2.2.1(b) The Employer proposes to introduce a change to the regular roster or ordinary hours of work of an Employee.
- 2.2.2 Major Change
- For a major change referred to in 2.2.1 (a):
- 2.2.2(a) The Employer must notify the relevant Employees and the Union of the decision to introduce the major change; and
 - 2.2.2(b) Sub clauses 2.2.3 to 2.2.9 apply.
- 2.2.3 The relevant Employees may appoint a representative, which may be the Union, for the purposes of the procedures in this term.
- 2.2.4 If:
- 2.2.4(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 2.2.4(b) the Employee or Employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.
- 2.2.5 As soon as practicable after making its decision, the Employer must:
- 2.2.5(a) consult with the relevant Employees, ~~and~~ their representatives, if any, and the Union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

- 2.2.5(b) for the purposes of the consultation – provide, in writing, to the relevant Employees, and their representatives, if any, and the Union:
- (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 2.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- 2.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives.
- 2.2.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 2.2.2, 2.2.3 and 2.2.5 are taken not to apply.
- 2.2.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 2.2.9(a) the termination of the employment of Employees; or
 - 2.2.9(b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - 2.2.9(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 2.2.9(d) the alteration of hours of work; or
 - 2.2.9(e) the need to retrain Employees; or
 - 2.2.9(f) the need to relocate Employees to another workplace; or
 - 2.2.9(g) the restructuring of jobs.
- 2.2.10 Change to Regular Roster Or Ordinary Hours Of Work
- For a change referred to in clause 2.2.1(b):
- 2.2.10(a) the Employer must notify the relevant Employees of the proposed change; and
 - 2.2.10(b) clauses 2.2.11 to 2.2.15 apply.
- 2.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 2.2.12 If:
- 2.2.12(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 2.2.12(b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

- 2.2.13 As soon as practicable after proposing to introduce the change, the Employer must:
- 2.2.13(a) consult with the relevant Employees and their representative, if any, the introduction of the change; and
 - 2.2.13(b) for the purposes of the consultation —provide to the relevant Employees and their representatives, if any:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - 2.2.13(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 2.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- 2.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representatives.
- 2.2.16 In this term, relevant Employees will mean the Employees who may be affected by the change.

2.3 DISPUTE SETTLEMENT / RESOLUTION PROCEDURE

- 2.3.1 If a dispute relates to;
- 2.3.1(a) a matter arising under the Agreement; or
 - 2.3.1(b) the National Employment Standards
- this clause sets out procedures to settle the dispute.
- 2.3.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 2.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 2.3.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 2.3.5 Fair Work Commission may deal with the dispute in 2 stages:

2.3.5(a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

2.3.5(b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) arbitrate the dispute: and

(ii) make a determination that is binding on the parties

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

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

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

2.3.6(a) An Employee must continue to perform his or her work as he or she would normally unless he or she has had a reasonable concern about an imminent risk to his or her health or safety; and

2.3.6(b) An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(i) The work is not safe; or

(ii) Applicable work health and safety legislation would not permit the work to be performed; or

(iii) The work is not appropriate for the Employee to perform; or

(iv) There are other reasonable grounds for the Employee to refuse to comply with the direction.

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

2.4 RIGHT OF ENTRY

2.4.1 Right of Entry provisions shall be in accordance with the Act.

2.5 RECOGNITION OF WORKSITE REPRESENTATIVES

2.5.1 An Employee elected as an ANMF Worksite Representative will, upon notification to the Employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours

to interview and/or meet with the Employer or the Employers' representative on industrial matters affecting Employees whom they represent.

- 2.5.2 A worksite representative shall be allowed at a place designated by the Employer a reasonable period of time during working hours to interview a duly accredited official from the ANMF, in accordance with the provision of clause 2.4 Right of Entry.

2.6 REPRESENTATIVE LEAVE

- 2.6.1 Leave to attend trade union and union delegate courses/seminars shall be as follows:

To a maximum of 5 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars provided that:

- 2.6.1(a) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement/dispute settlement procedure/s;
- 2.6.1(b) That two weeks period of notice is provided to the Employer;
- 2.6.1(c) The approval of leave must have regard to the operational requirements of the Employer;
- 2.6.1(d) This leave shall be paid at the ordinary rate of pay

- 2.6.2 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

2.7 EMPLOYMENT SCREENING AND HEALTH TESTING

- 2.7.1 The Employer's duty of care to Employees is acknowledged.
- 2.7.2 The Employer may conduct or require screening checks on Employees that are related to the Employee's ability to perform the inherent requirements of the role (such as Working with Children Checks and Immunisation Screening). Such checks will be at the Employee's cost.
- 2.7.3 Employees are expected to fully and truthfully participate in all screening checks. Failure to disclose information that may impact an employee's ability to safely and fully meet the inherent requirements of their role may result in termination of employment.
- 2.7.4 It is the legal responsibility of the Hospital to ensure that all nurses are appropriately registered, and hold current registration with AHPRA. In addition, each nurse is also responsible for ensuring that they are appropriately registered. The renewal of registration shall occur within the guidelines prescribed by AHPRA. Any nurse who fails to present their renewed registration certificate before the expiry date is not permitted to work until such time the renewed registration certificate is produced.

3. EMPLOYMENT RELATIONSHIP

3.1 CONTRACT OF HIRING

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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.

3.1.2 Upon commencement, employees (other than casual employees) will be issued with a contract of employment that will state, amongst other matters, the employee's minimum number of contracted hours and whether they will be rostered over 10 or 14 days per fortnight. Whether the Nurse is rostered over 10 or 14 days a fortnight will dictate their entitlement to some conditions of employment under this Agreement such as annual leave.

3.2 CASUAL EMPLOYEES

3.2.1 An Employee may be employed as a Casual Employee.

3.2.2 The Employer can elect to offer work to the Casual Employee; and the Casual Employee can elect to accept or reject that work.

3.2.3 Casual Employees are entitled to a casual loading of 25% of the permanent Employee Ordinary Rate of Pay. The casual loading is paid to compensate the Casual Employee for not having the relevant entitlements set out in clause 3.2.4.

3.2.4 A Casual Employee is not entitled to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, or redundancy pay.

3.2.5 It is agreed that casual staff usage will be kept at levels required for supplementary labour force needs, i.e. where demand is beyond anticipated levels or staff absenteeism presents problems.

3.2.6 A casual employee will be paid a minimum of 3 hours' pay for each engagement.

3.2.7 A casual employee's right to request conversion to permanent employment after a qualifying period, and the employer's obligations in respect to conversion, are set out in the NES.

3.3 PERMANENT EMPLOYEES

3.3.1 Full-time Employees

A full-time Employee is an Employee who is engaged to work 76 hours per fortnight.

3.3.2 Part-time Employees

A part-time employee is engaged to work less than 76 ordinary hours per fortnight and has reasonably predictable hours of work.

- (a) 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.
- (b) The terms of the agreement in subclause (a) may be varied by agreement and recorded in writing.
- (c) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary fortnightly hours for full-time employees are 76.
- (d) The parties agree to explore ways of making more attractive, regular part time work rather than encourage casual employment, where that work will be ongoing in nature.
- (e) Unless otherwise provided for in this Agreement a part-time Employee who works additional hours (in addition to their regular contracted hours) will receive payment at ordinary time rates for all hours worked up to their rostered shift length, in any one day or up to 76 hours in a given fortnight.
- (f) Hours worked by part-time Employees working additional shifts in excess of their minimum contracted hours, which may constitute a pattern of regular hours, will not establish an automatic right for permanency of these hours.
- (g) All service-related entitlements such as annual leave, personal leave, redundancy pay, etc. will accrue progressively according to the part-time Employee's actual ordinary hours worked.

3.4 EMPLOYEES APPLYING FOR SHIFTS

3.4.1 Where permanent or relief shifts become available and one or more Employees express an interest in such shifts, existing Employees are to be given the opportunity to apply for those shifts, and an amendment to their contracted hours, before an appointment of a new Employee is made.

3.4.1 However, this clause does not restrict the Employer from employing a new Employee or allocating an available shift to any Employee, if in the opinion of the Employer, the decision is in the best interests of the Hospital.

3.5 TERMINATION OF EMPLOYMENT

3.5.1 Notice of termination by Employer

3.5.1(a) In order to terminate the employment of an Employee, the Employer will give the Employee the following notice:

Period of continuous service	Period of notice
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

3.5.1(b) In addition to the notice in 3.5.1(a), Employees over 45 years of age with not less than two years continuous service at the time of the giving of notice are entitled to additional notice of one week.

3.5.1(c) Payment in lieu of the notice prescribed in 3.5.1(a) and 3.5.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by an Employee working part of the required notice period and by the Employer making payment for the remainder of the period of notice.

3.5.1(d) The required amount of payment in lieu of notice must be at the full rate of pay to which the Employee would have been entitled if the Employee's employment had continued until the end of the required period of notice.

3.5.1(e) The period of notice in this clause does not apply in the case of:

- (i) dismissal for serious misconduct or conduct that justifies summary dismissal;
- (ii) casual Employees;
- (iii) Employees engaged for a specific period of time for a specific task or tasks where employment ends at the conclusion of the specified time or task/s; or
- (iv) during the Employee's probationary period, during which time either party may terminate employment with one (1) week's notice.

3.5.2 Written Notice

The Employer must, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

3.5.2(a) The date and time of the termination of the Employee's employment.

3.5.2(b) Details of the monetary entitlements of the Employee upon the termination of the Employee's employment including the manner and method by which those entitlements have been calculated.

3.5.2(c) In the case of redundancy, advice as to the entitlement of the Employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

3.5.2(d) In the case of redundancy, advice as to the entitlements of the Employee should the Employee terminate employment during the period of notice.

3.5.3 **Payment in lieu**

If the Employer makes payment in lieu for all or any of the periods of notice prescribed, the period for which such payment is made will be treated as service with the Employer for the purposes of computing any service related entitlement of the Employee.

3.5.4 **Job search entitlement**

3.5.4(a) Where the 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.

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

3.5.5 **Notice of termination by Employee**

In order to terminate employment, an Employee must give the Employer the notice period in accordance with clause 3.5.1 (a). If the employee fails to give the required notice, the amount of notice not given to a maximum of one week becomes a debt owing to the Employer. The employee and Employer will agree on a method of repayment, which may include a deduction from wages. If agreement is not reached, the Employer may claim the amount by any lawful means.

3.6 **REDUNDANCY (SEVERANCE)**

3.6.1 **Definition**

Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

Week's pay for the purposes of this clause, means the ordinary rate of pay for the Employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- any other ancillary payments of a like nature.

3.6.2 Exclusions

- 3.6.2(a) This clause does not apply to Employees with less than one year's continuous service. The general obligation of the Employer will be no more than to give such Employees and their chosen representatives, which may be the union, an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as is reasonable to facilitate the obtaining by such Employees of suitable alternative employment.
- 3.6.2(b) This clause does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or in the case of casual Employees or Employees engaged for a specific period of time or for a specified task or tasks where employment ends at the conclusion of the specified time or task/s.

3.6.3 Period of notice of termination on redundancy

- 3.6.3(a) If the services of an Employee are to be terminated due to redundancy the Employee will be given notice of termination as prescribed by clause 3.5 - Termination of Employment.
- 3.6.3(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the Employer of automation or other like technological changes in the industry in relation to which the Employer is engaged will be given not less than three months' notice of termination. This total period of notice includes any period of notice under clause 3.5.
- 3.6.3(c) Should the Employer fail to give the full notice of termination as required in 3.6.3(a) or 3.6.3(b) the Employer will pay that Employee for a period being the difference between the notice given and that required to be given:
- (i) for the balance of the notice not given under clause 3.5 at the full rate of pay; and
 - (ii) for the balance of any notice under clause 3.6.3(b) at the ordinary rate of pay.
- 3.6.3(d) The period of notice to be given is deemed to be service with the Employer for the purposes of the *Long Service Leave Act 1987 (SA)* as amended.

3.6.4 Time off during notice period

- 3.6.4(a) During the period of notice of termination given by the Employer for redundancy, an Employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.6.4(b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment,

the Employee must, at the request of the Employer, produce proof of attendance at an interview. If such proof is not produced the Employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

3.6.5 Redundancy pay

3.6.5(a) In addition to the period of notice prescribed for termination in clause 3.5 Termination of employment, an Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and less than 8 years	13 weeks pay
8 years and less than 9 years	14 weeks pay
9 years and over	16 weeks pay

3.6.6 Incapacity to pay

The Employer may make application to Fair Work Commission for an order to have the severance pay prescription varied on the basis of the Employer's incapacity to pay.

3.6.7 Alternative employment

The Employer may make application to Fair Work Commission to have the severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. This provision does not apply in circumstances involving transfer of business as set out in clause 3.6.11 of this Agreement.

3.6.8 Written notice of redundancy termination

The Employer will, as soon as practicable, but prior to the termination of the Employee's employment, give to the Employee a written notice containing, among other things, the following:

- 3.6.8(a) The date and time of the termination of the Employee's employment.
- 3.6.8(b) Details of the monetary entitlements of the Employee upon the termination of the Employee's employment including the manner and method by which those entitlements have been calculated.
- 3.6.8(c) Advice as to the entitlement of the Employee to assistance from the Employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment.

3.6.8(d) Advice as to the entitlements of the Employee should the Employee terminate employment during the period of notice.

3.6.9 Transfer to lower paid duties

Where an Employee whose job has become redundant accepts an offer of alternative work by the Employer the rate of pay for which is less than the rate of pay for the former position, the Employee is entitled to the same period of notice of the date of commencement of work in the new position as if the Employee's employment had been terminated. The Employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

3.6.10 Employee leaving during notice

An Employee whose employment is terminated on account of redundancy may terminate employment during the period of notice. In this case the Employee is entitled to the same benefits and payments under this clause as if remaining with the Employer until the expiry of such notice. In such circumstances the Employee is not entitled to payment in lieu of notice not worked.

3.6.11 Transfer of business

Where there is a transfer of business under the Act, the provisions of the Act will apply to any redundancy pay entitlement.

3.7 EXHIBITION OF AGREEMENT AND NES

St Andrew's Hospital Inc. will display a copy of this Agreement and the NES on the Hospital intranet so that it is accessible to all Employees.

4. RATES OF PAY AND RELATED MATTERS

4.1 SALARIES – PROGRESSION AND ADVANCEMENT

4.1.1 Incremental payments

- (a) Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience. Progression to the next applicable increment cannot occur earlier than twelve (12) months service at the previous or existing increment.
- (b) Hours worked by a part-time or casual employee in other organisations may be counted toward movement to the next pay point, provided that:
 - (i) the employee has the responsibility to provide reasonable evidence of the claimed hours of experience;
 - (ii) the experience is relevant to their role at St Andrew's; and
 - (iii) there is no retrospective application; claimed hours can only be used to advance the employee one pay point in any 12 month period, after which the 12 month period in subclause (a) will reset.
- (c) *Increments as a result of Acting Up*
 - (i) Employees who act up at a higher level, for example, a Level 1 RN Acting as a RN Level 2, will have the hours they work at a higher level, counted towards their current increment at their substantive level in the event that they revert back to their substantive role.
 - (ii) Where an Employee (new or existing) has worked at a higher level for at least a 12 month period (either consecutively or incrementally over time) they will be considered to have satisfied the requirements of the substantive pay progression table and as such if they are appointed to, or revert back to a lower level, they will be placed on the highest increment of that level. For example, if a Level 2 RN acts as a Level 3 RN for at least 12 months, and then reverts back to an RN Level 2, they will be paid as a Level 2, Year 4.

4.1.2 Salary on appointment

- 4.1.2(a) An RN, on appointment will be paid a rate of salary by reference to the Employee's relevant continuous experience since becoming an RN.
- 4.1.2(b) An EN on appointment paid at a rate of salary by reference to the Employee's relevant continuous experience since becoming an EN;

For the purpose of 4.1.2(a) and (b), in determining relevant continuous experience:

- (i) any period of service prior to an absence of less than five years from active nursing duties relevant to the classification in which the

- Employee is employed, or is to be employed, will be taken into account;
- (ii) any period of service prior to an absence of five years or more from active nursing duties relevant to the classification in which the Employee is employed or is to be employed, will be taken into account where the Employee has successfully completed a refresher course approved by the Australian Health Practitioner Regulation Agency, but will be subject to a reduction of one year on the relevant incremental scales;
 - (iii) completed months will be taken into account;
 - (iv) recognised service in a classification higher than that in which the Employee is employed, or is about to be employed, will be taken into account if that service is directly relevant to the duties performed or to be performed;
 - (v) the onus of proof of previous continuous service will be on the Employee and will be established at the time of employment. The Employer will, when provided with evidence by an Employee, accept, reject or request further particulars to establish continuous experience; and
 - (vi) if an Employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service misrepresented will be disregarded in calculating the Employee's position on the relevant incremental scale. When non-disclosure is not by virtue of deliberate misrepresentation, previous continuous experience will only be taken into account in determining the Employee's position on the relevant scale from the time that it is made known to the Employer.

4.1.3 Higher Duties

4.1.3(a) *Responsibility/In Charge Allowance*

An In-charge Allowance will be paid to an allocated RN1 who is rostered to act as co-ordinator in each of the following areas:

- Theatre;
- Recovery/Anaesthetics; and
- Procedural Area.

These allowances will be paid on all shifts at a RN2 year 1 rate, unless the employee is entitled to an additional RN2 increment under clause 4.1.1(c)(ii).

4.1.3(b) *Responsibility/In Charge Allowance (Hospital-Wide Responsibility)*

Employees required to replace the Hospital Co-ordinator (Day Duty/Night Duty) for a full shift or part thereof will be paid at the RN3 rate.

The RN3 increment that applies is based on the number of hours worked at the RN3 level.

4.1.3(c) *Higher Duties Allowance*

- (i) An employee who is required to relieve another employee for one day or more in a position covered by this Agreement with a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate.
- (ii) All other higher duties of one day or greater will be authorised by the Director Nursing and Clinical Services prior to the period of higher duties relief and payment will ensure no disadvantage.

4.1.3(d) *Accelerated advancement – Enrolled Nurses*

- (i) An Employee will be entitled to accelerated advancement by one pay point:
 - for possession of a post enrolment qualification recognised by the Employer; or
 - on completion of a post enrolment course of at least six months duration, where such an Employee is required to perform duties to which such training is directly relevant.

The accelerated advancement payment will commence from the pay period directly following the time that the evidence of qualification is provided to the Director Nursing and Clinical Services.

- (ii) An Employee who has advanced in accordance with 4.1.3(d)(i) will not be entitled to further accelerated advancement pursuant to this subclause.

4.2 ALLOWANCES

4.2.1 On-call allowances

This clause applies to all Employees who participate in an on-call roster, at their private residence, or any other mutually agreed place:

4.2.1(a) The following on-call allowances apply for the life of this Agreement.

The on-call allowances applying to casual Employees include the provision of the 25% casual loading as indicated in the table.

An employee who is on call is entitled to the following allowances:

On Call/Call In (Mon-Thurs)	\$30.00 (casual \$37.50)
On Call/Call In (Fri)	\$55.00 (casual \$68.75)

On Call/Call In (Sat/Sun/PH) \$72.00 (casual \$90)

4.2.1(b) When an employee is recalled to work, travelling time from the normal place of residence and return is deemed to be time worked.

4.2.2 Uniforms

4.2.2(a) It is expected that Employees will comply with the policy requirements of the Employer that specified types of clothing be worn or not worn, relevant to the nature of their work. The Employer will stipulate such requirements.

4.2.2(b) A uniform allowance will apply for all Nursing staff required to wear a uniform where a uniform is not provided by the Hospital. The Allowance will be \$0.165 per hour.

4.2.2(c) A laundry allowance will not apply.

4.3 ALLOWANCES FOR ADDITIONAL QUALIFICATIONS

4.3.1 These provisions shall apply only to Registered Nurses Levels 1, 2 and 3.

4.3.1(a) The allowance will be **\$1.26** per hour for hours worked for all full time, part time and casual Employees whose Graduate Certificate qualifications are deemed relevant and their application for qualification allowance is approved by the Director Nursing and Clinical Services and will apply in accordance with clause 4.3.2.

4.3.1(b) The following Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing practice areas are recognised for the purpose of entitlement to the qualification allowance outlined in 4.3.1(a):

Accident and Emergency	Oncology
Anaesthetic and Recovery	Operating Room
Cardiac Care	Orthopaedic
Cardiovascular	Paediatric
Critical Care	Palliative Care
Intensive Care - General	Stomal Therapy

4.3.1(c) Registered Nurses Levels 1, 2 and 3 who hold a Graduate Diploma or Second Degree shall be paid an allowance of **\$1.62** per hour for hours worked where such qualifications are deemed relevant and their application for the qualification allowance is approved by the Director Nursing and Clinical Services and will apply in accordance with clause 4.3.2.

4.3.1(d) Registered Nurses Levels 1, 2 and 3 who hold a Masters or PhD shall be paid an allowance of **\$1.99** per hour for hours worked where such qualifications are deemed relevant and their application for the qualification allowance is approved by the Director Nursing and Clinical Services and will apply in accordance with clause 4.3.2.

4.3.2 Conditions

- 4.3.2(a) The additional qualifications must be in addition to the basic qualification(s) required for an Employee's position and must be directly relevant ** (as determined by the Employer) to the Employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an Employee's base qualification leading to registration or enrollment.

The qualification allowance is only payable for post-graduate qualifications obtained through a recognised Australian tertiary institution or other institutions recognised by the Australian Health Practitioner's Regulation Agency.

- 4.3.2(b) Only one allowance is payable. Where more than one additional relevant ** qualification (as determined by the Employer) is held by an Employee only one allowance applicable will be paid.

- 4.3.2(c) The allowance is paid on ordinary hours worked up to 76 hours per fortnight.

- 4.3.2(d) The allowance is payable as a flat rate and does not form part of the wage rate and is paid on a fortnightly basis.

- 4.3.2(e) The allowance is payable during periods of paid leave.

- 4.3.2(f) An Employee claiming entitlement to a qualification allowance must provide the Employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed. This will require the confirmation and approval by the Director Nursing and Clinical Services. Disputes pertaining to this matter shall be dealt with in accordance with the Dispute Resolution Procedure of this Agreement.

The qualification allowance payment will commence from the pay period directly following the time that the evidence of qualification is provided to the Director Nursing and Clinical Services.

** For the purposes of this clause, "directly relevant" means that the additional qualification is applicable to an Employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

4.4 PAYMENT OF SALARIES

- 4.4.1 Salaries will be paid fortnightly by electronic funds transfer, unless there is a written contract to the contrary in which case the period is limited to a monthly maximum period.
- 4.4.2 Upon termination of the employment, salaries due to an Employee will be paid to the Employee as soon as reasonably practicable and in any event, within seven (7) days of the date of termination.
- 4.4.3 The Employer will provide each Employee in a written form at the time when salaries are paid, including the following:
- 4.4.3(a) The name of the Employer;
 - 4.4.3(b) The name of the Employee;
 - 4.4.3(c) The classification of the Employee under each instrument under which the Employee derives entitlements of employment;
 - 4.4.3(d) The date on which the payment to which the pay slip relates was made;
 - 4.4.3(e) The period to which that pay slip relates;
 - 4.4.3(f) If the Employee is paid at an hourly rate of pay:
 - (i) the ordinary rate of pay;
 - (ii) the number of hours in that period for which the Employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate;
 - 4.4.3(g) The gross amount of the payment (including overtime & other earnings)
 - 4.4.3(h) The net amount of the payment;
 - 4.4.3(i) Any amount paid that is an incentive-based payment, bonus, loading, monetary allowance, penalty rate or other separately identifiable entitlement the Employee has (including overtime);
 - 4.4.3(j) The details (and particulars) in respect of each amount deducted (including tax and other deductions) from the gross amount of the payment, including the name, or the name and number, of the fund or account into which the deduction was paid;
 - 4.4.3(k) If the Employer is required to make superannuation contributions for the benefit of the Employee;
 - (i) the amount of each contribution made for the benefit of the Employee during the period to which the pay slip relates; and
 - (ii) the name of any fund to which that contribution was made.

- 4.4.3(l) Particulars of any other deductions;
- 4.4.3(m) The number of hours worked during that pay period and the hourly or fortnightly rate paid.
- 4.4.3(n) Accrued personal leave and annual leave.

4.5 WAGES

- 4.5.1 The wage increases payable under this Agreement are detailed in Schedule 1 – Ordinary Rates of pay and are based on the wages provided under the previous agreement.
- 4.5.2 The wage increases to be applied during the life of the Agreement are:
 - a) 3.3% effective from the first full pay period commencing on or after 1 September 2023.
 - b) A further increase from the first full pay period commencing on or after the Agreement was “made” under the Act (ie the day the ballot concluded). This increase will not be a uniform percentage but will be variable across all classifications as outlined in the Schedule 1. .
 - c) 3.0% effective from the first full pay period commencing on or after 1 September 2024.
 - d) 3.0% effective from the first full pay period commencing on or after 1 September 2025.
- 4.5.3 Wages provided under this Agreement will absorb all increases provided by the Fair Work Commission, provided that ordinary rates of pay under this Agreement remain above the base rates of pay in the *Nurses Award 2020* for the equivalent classification.

4.6 SUPERANNUATION

- 4.6.1 The Employer will comply with its legislative obligations with respect to superannuation.
- 4.6.2 Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.
- 4.6.3 **Voluntary employee contributions**
 - (a) An employee may, in writing, authorise the 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 this clause.

- (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 the employer.
- (c) The employer must pay the amount authorised under this clause no later than 28 days after the end of the month in which the deduction authorised was made.

4.7 SALARY SACRIFICE ARRANGEMENTS

The advantage of Salary Sacrifice is available as part of each Employee's contract of employment. The provision of such will be as stipulated by the Employer in accordance with all relevant laws.

5. HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

5.1 HOURS OF WORK

- 5.1.1 The parties accept that critical requirements for the success of the Hospital are flexible work conditions and hours of work to meet its needs particularly the effect of Private Health Fund Reimbursement and fluctuating occupancy and surgery levels which may see the need for varying staffing requirements.
- 5.1.2 **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.
- 5.1.3 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 5.1.2.
- 5.1.4 The maximum ordinary hours of work are 76 per fortnight, to be worked according to roster.
- 5.1.5 Except for meal breaks and for an additional break if required, the ordinary hours of work for Employees will be continuous and will not exceed ten hours per day or shift. Where the Employer and Employee agree, shifts may be rostered up to a maximum of twelve (12) ordinary hours per shift in accordance with clause 5.1.12 below.
- 5.1.6 The Hospital may by mutual agreement with an Employee, provide shifts of variable length with a minimum of 3 hours, up to and including 10 hours provided that the number of shifts does not exceed 10 per fortnight.
- 5.1.7 An Employee will not be required to work more than seven (7) days in a row unless mutually agreed.
- 5.1.8 Shift starting and finishing times may be varied on a daily basis as arranged by the Manager with Employee(s) i.e. variation in shift starting and finishing times by mutual agreement.
- 5.1.9 Additional ordinary hours shifts to a part-time employee's contract hours may be worked by mutual agreement, with the following provisions to apply:
- nominated extra shift(s) which are additional to contract hours, can be cancelled or shortened to meet the staffing requirements; and
 - extra ordinary hours shifts accrue leave entitlements.
 - If an extra shift is cancelled with less than two (2) hours' notice of the start of the shift, two (2) hours at the ordinary rate will be paid.

5.1.10 Swapping or changing ordinary hours

- 5.1.10(a) With the approval of the Employer, Employees may swap or change their ordinary rostered hours with another Employee of a similar skill level, or to another time of the day or another day as may suit the Employee for that instance.
- 5.1.10(b) Where the swapping or changing of hours by mutual agreement adds to a part time Employee's ordinary hours of work, any additional hours worked will be paid at ordinary time.
- 5.1.10(c) At no time shall an Employee's rostered ordinary hours, plus any additional hours worked exceed 76 hours per fortnight.
- 5.1.10(d) Notwithstanding clauses 5.1.10(b) and 5.1.10(c), where a part time Employee's hours worked exceed ordinary working hours of a full time Employee, or rostered hours set out in clause 5.1, overtime rates will apply in accordance with clause 5.4.
- 5.1.10(e) Any changes effected under clause 5.1.10 will be recorded on the Employee's time sheet.

5.1.11 Minimal interval between ordinary shifts

An Employee must, wherever practicable, have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. If, on the instruction of the employer, an employee resumes or continues to work without having had 8 consecutive hours off duty [or a period of time equivalent to the length of the preceding shift if that shift was longer than 8 hours, or in the circumstance of 12 hour shifts being worked, a minimum of 11.5 hours as defined at clause 5.1.12(c)(iii)], 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.

5.1.12 12 Hour Shifts

- (a) *12 hour shifts may be worked:*
 - (i) by an individual employee and their employer reaching mutual agreement to that individual working 12 hour shifts; or
 - (ii) following full consultation with the staff affected and a majority of the staff affected agree to the introduction of the proposed 12 hour shift system as outlined in subclause (b).
- (b) *Introduction of 12 hours shifts by majority agreement*
 - (i) In keeping with the consultation requirements at clause 2.2 for Major Change, the employer must notify the employees, the Union, and if requested by the employee any nominated employee representative, of the implementation of the 12 hour shifts at least one month prior to commencing the new arrangements. The details of that notification must indicate the number of staff involved, the section of the hospital involved and the Agreement provisions which need to be overridden.

- (ii) Any employee who does not wish to work under the 12 hour shift system may work a mutually agreed alternative shift system in the unit affected or may transfer to another mutually agreed position within the facility with no loss of classification and contracted hours.
 - (iii) There must be an evaluation process at the completion of the first 12 months, or sooner if the employer and affected employees agree. The evaluation process must involve representatives of employees and the employer. Aspects which are to be considered in the evaluation process are to include occupational health and safety data, sick leave patterns and the frequency of overtime.
 - (iv) The relevant employees and if requested by the employee any nominated employee representative which may be a union representative are to be notified of the outcome of the evaluation process;
- (c) The following criteria shall apply to 12 hour shifts:
- (i) the span of hours must not exceed 12.5 hours inclusive of meal breaks;
 - (ii) there must be a maximum of three consecutive night shifts which include one or more 12 hour shifts;
 - (iii) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
 - (iv) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break.

5.2 ROSTERS

- 5.2.1 The ordinary hours of work and the start and finish times of shifts for each Employee will be displayed on a roster in a place conveniently accessible to Employees at least fourteen (14) days before the commencement of the day on which the roster commences.
- 5.2.2 Every Employee is entitled to 4 rostered days off duty per fortnight. Where practicable, days off should be consecutive, except by mutual agreement.
- 5.2.3 7 days' notice of a change of roster will be given by the employer to an employee. The employer may alter a roster at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work due to Personal/carer's leave, compassionate leave, 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.
- 5.2.4 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.
- 5.2.5 No notice of change of roster is required when agreement exists between the Employer and Employee as to the change.

5.2.6 Standby Roster

- 5.2.6(a) A Standby roster system applies to nurses working in Theatre and Procedural Areas (i.e. Recovery, Anaesthetics, Operating Room, and Angiograph,
- 5.2.6(b) The Standby Roster relates to extra planned procedures required on Saturdays.
- 5.2.6(c) Standby shifts are voluntary and if Saturday work is required will be offered to staff as additional agreed shifts .
- 5.2.6(d) Standby Shifts will be confirmed by 1800 hours on the Friday prior to the Saturday shift.
- 5.2.6(e) Standby Shifts will be paid at ordinary rates plus Saturday loading, unless they result in the employee meeting overtime thresholds in this Agreement. All Standby shifts will be paid at double time after eight (8) hours. Overtime past eight (8) hours must be approved by the RN3 or above prior to working the overtime.

5.3 SHIFT WORK

5.3.1 Definitions

In this Agreement:

- 5.3.1(a) **Afternoon shift** means a complete rostered shift commencing not earlier than 12.00 noon and finishing after 6.00 p.m. on the day of the shift.
- 5.3.1(b) **Night shift** means a complete rostered shift worked between the hours of 6.00 p.m. and 7.30 a.m.
- 5.3.1(c) **Shift Definitions**

Where an Employee is required by the Employer to commence a rostered 12 pm – 8 pm shift on a Monday to Friday, at 11.00 am, they will receive payment of the first hour at the ordinary time rate and receive the afternoon shift penalty from 12 noon.

5.3.2 Penalty rates

- 5.3.2(a) All Employees are to be paid the following penalty rates when working on shifts:

- (i) For all ordinary time worked on an afternoon shift Monday to Friday inclusive: 12.5%.
- (ii) For all ordinary time worked on night shift Monday to Friday inclusive: 20%.

Note: A casual employee will be paid shiftwork penalty rates prescribed in subclauses (i) and (ii) calculated on the ordinary hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 3.2 then added to the penalty rate of pay.

- (iii) For all ordinary time worked between midnight Friday and midnight Saturday: 50%.
- (iv) For all ordinary time worked between midnight Saturday and midnight Sunday: 75%.

Note: A casual employee will be paid weekend penalty rates prescribed in subclauses (iii) and (iv) calculated on the Casual Hourly Rate.

- 5.3.2(b) The additional payments specified above will not form part of an Employee's ordinary pay for the purposes of this Agreement. The rates in 5.3.2(a)(iii) and 5.3.2(a)(iv) are in substitution of and not cumulative upon the rates prescribed in 5.3.2(a)(i) and 5.3.2(a)(ii).

5.3.3 Daylight saving

Employees will be paid at ordinary time rates (i.e. base rate and relevant penalty rate) for the extra hour worked in the month that daylight saving ceases and have the option to either work an extra hour or to take one hour leave without pay in the month that Daylight Savings commences, such that it will be of no additional cost to the Employer.

5.4 OVERTIME

5.4.1 Reasonable Overtime

- 5.4.1(a) Subject to sub-clause (b), the Employer may require an Employee to work reasonable overtime as prescribed by the NES at the overtime rates set out in clause 5.4.2. Except in extenuating circumstances, all overtime must be authorised prior to the event by an RN Level 3 or above.
- 5.4.1(b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer of the overtime and by the

Employee of his or her intention to refuse it; and

(v) any other relevant matter

5.4.1(c) All Employees are paid at overtime rates for any authorised work:

(i) in excess of 76 hours in a fortnight; or

(ii) outside the span of hours of a day worker if the employee is a day worker; or

(iii) outside the limits of ordinary hours in clause 5.1.

5.4.1(d) Where an Employee is rostered for a shift of 7.5 hours, they can be required to work up to 8 ordinary hours prior to overtime rates applying. Overtime rates will apply for all work performed in excess of 8 ordinary hours, subject to the maximum of 76 ordinary hours per fortnight.

5.4.1(e) In computing overtime payments, each day's work will stand alone.

Example: An Employee normally rostered to work a shift of 8 hours on a Friday is required to work an additional 3 hours. The additional 3 hours are paid as overtime at the rate of time and a half for the first two hours and double time for the third hour.

5.4.2 **Payment for overtime and overtime rest breaks**

5.4.2(a) The overtime rates are as follows:

Monday – Saturday Time and a half for the first two (2) hours, double time thereafter

Sunday Double time

Public Holidays Double time and a half

5.4.2(b) Overtime rates under this clause will be in substitution for and not cumulative upon the Monday to Friday shift penalty rates and the weekend penalty rates provided in clause 5.3.2.

5.4.2(c) 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.

5.4.3 **Rest Break after overtime or recall to work**

(a) The Hospital is committed to the prevention of Employees working excessive hours. Concerns associated with Employees working numbers of hours well beyond rostered times will be addressed in a planned manner by Management to minimise the risk to Employees and the Hospital.

- (b) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (c) 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 8 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (d) If, on the instruction of the employer, an employee resumes or continues to work without having had 8 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 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

5.4.4 Recall to work and e-recall

5.4.4(a) *Emergency Call In Pay*

An Employee who is called in to work or is recalled to work overtime after leaving the place of employment shall be paid for a minimum of three (3) hours work including travel time at the appropriate rate described in this clause, provided that the Employee shall not be required to work the full three (3) hours if the work such Employee is recalled to perform is completed in a shorter period unless another emergency arises.

Home is defined as the Employee's normal place of residence or other mutually agreed place.

Monday - Saturday	time and a half for the first two (2) hours, double time thereafter.
Sunday	double time
Second or more calls in same call period call in.	double time regardless of length of first
Public Holiday	double time and a half.

5.4.4(b) *Emergency Call In Prior to Early Shift and Continuing into Usual Rostered Shift*

- (i) Time worked prior to rostered shift commencement will be treated as overtime until rostered shift commencement time when payment will revert to usual shift rate.

- (ii) If the Emergency Call in these circumstances occurs prior to 6.00am (i.e. time travelling commenced), overtime will apply until the rostered shift commencement time and a 50% penalty will be paid from time of rostered commencement until a total of 3 hours including any overtime that has been worked. Payment will then revert to usual shift penalties.
- (iii) If less than eight (8) hours have elapsed between last shift ending and recall commencing - the employee will be paid at the rate of 200% until the employee is released from duty. The Employee is to be released as soon as practicable without loss of pay at ordinary rates to the end of the usual shift.

5.4.4(c) An employee, whether or not they are required to be on-call, 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.

5.4.5 Calculation of overtime payments

The hourly rate to be used for overtime payment calculations is:

5.4.5(a) For employees other than casual employees - the Ordinary Rate of Pay in Schedule 1).

5.4.5 (b) For casual employees - the Casual Hourly Rate:

5.5 MEAL & TEA BREAKS

5.5.1 Unpaid meal breaks

- (a) An employee who works a shift longer than 5 hours will be entitled to an unpaid meal break of 30 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) Except as provided by this clause. 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 or to the conclusion of the shift, whichever comes first.
- (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.

- (d) In recognition of the fact that they are required by the employer to remain available and may be required to perform work during a meal break, where an Employee is rostered to perform the role of After Hours Hospital Coordinator, Night Duty Coordinator, After Hours Theatre Coordinator, After Hours Anaesthetic and Recovery Coordinator or After Hours Procedural Area Coordinator, the Employee will be paid ordinary time for the duration of their break. Where the employee is unable to take a meal break, the overtime payment in subclause (c) will apply.
- (e) Both the Employee and management are responsible for ensuring that the Employee is able to take their meal break. Management will provide relief in order for the Employee to take their meal break. Only Employees who are genuinely not free from duty and cannot leave the premises for the meal break will be paid the above-mentioned overtime payment.

5.5.2 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.

6. TYPES OF LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

This clause does not apply to casual employees.

6.1.1 Entitlement to annual leave.

6.1.1(a) For the purpose of the additional weeks' annual leave provided by the NES, a shift worker is defined as an employee who:

- (i) is regularly rostered over seven days of the week, and
- (ii) regularly works on weekends.

6.1.1(b) An Employee who is a shift worker as defined in subclause (a) is entitled to six (6) weeks annual leave for each year of service.

6.1.1(c) All other Employees will be entitled to four (4) weeks annual leave per annum.

6.1.2 Accrual of annual leave entitlement

6.1.2(a) Annual leave accrues progressively according to the employee's ordinary hours of work and accumulates from year to year.

6.1.2(b) Full-time Employees entitled to six weeks annual leave accrue 228 hours leave per annum.

6.1.2(c) Full-time Employees entitled to four weeks annual leave accrue 152 hours leave per annum.

6.1.2(d) *Time of taking annual leave*

- (i) Annual may be taken at times agreed between the Employee and the Employer.
- (ii) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

6.1.3 Payment for annual leave

During a period of annual leave an Employee will be paid the Ordinary Rate of Pay for the Employee's ordinary hours of work in the period.

6.1.4 Annual leave loading

An Employee is also entitled to payment of a loading as follows:

6.1.4(a) All **staff other than permanent night staff, a loading of 20%** computed on the ordinary rate of pay for the classification of the Employee at the commencement of such leave;

- 6.1.4(b) All **permanent night staff a loading of 25%** computed on the ordinary rate of pay for the classification of the Employee at the commencement of such leave;
- 6.1.4(c) Annual leave loading payment is payable on leave accrued in accordance with this clause;
- 6.1.4(d) Annual Leave Loading will be paid on the occasion of leave being taken.

6.1.5 **Illness/Injury on annual leave**

If an Employee becomes ill or injured during annual leave, their annual leave entitlement will be recredited, if requested, to offset the period of illness or injury provided:

- 6.1.5(a) a medical certificate must be supplied;
- 6.1.5(b) the Employee notifies their Manager of their illness/injury as soon as reasonably practicable; and
- 6.1.5(b) sick leave entitlements are available for the period of illness.

6.1.6 **Proportionate leave on termination**

- 6.1.6(a) On termination of employment payment in lieu of leave for untaken annual leave and pro rata leave will be made to the Employee.
- 6.1.6(b) The monetary equivalent of annual leave and pro rata leave due to an Employee at the time of the Employee's death, may be paid to their legal or personal representative. Payment in terms of this sub-clause is subject to the provisions of the Administration and Probate Act of South Australia.

6.1.7 **Cashing Out Annual Leave**

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (c) The 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 this clause 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 this clause 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 employer must keep a copy of any agreement under this clause as an employee record.

6.1.8 Excessive leave accruals: general provision

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 6.1.1(a)).
- (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 6.1.9 sets out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 6.1.10 sets out how an employee who has an excessive leave accrual may require the employer to grant paid annual leave requested by the employee.

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

- (a) If the employer has genuinely tried to reach agreement with an employee under clause (b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 6.1.8, 6.1.9 or 6.1.10 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 paragraph (a) that is in effect.

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

6.1.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 6.1.8(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 paragraph (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 6.1.9(a) that, when any other paid annual leave arrangements (whether made under clause 6.1.8, 6.1.9 or 6.1.10 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 paragraph (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 6.1.8, 6.1.9 or 6.1.10 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 paragraph (a) more than 5 weeks' paid annual leave (or 6 weeks' paid annual leave for a shiftworker, as defined by clause 6.1.1(a)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

6.2 ADDITIONAL ANNUAL LEAVE FOR ON-CALL

- 6.2.1 Employees who are on call (other than casual employees) will receive additional annual leave according to the following scale, subject to clause 6.2.2:

On-call Hours per Year	Additional Annual Leave for that Year
------------------------	---------------------------------------

0-270 hours	0 additional weeks annual leave
271- 850 hours	1 additional weeks annual leave
851 hours plus	2 additional weeks annual leave

- 6.2.2 The additional annual leave is subject to being on call for a minimum of 271 hours over a twelve month period (calculated on the basis of full pay periods falling in the Employee's anniversary year). An anniversary year for the purpose of this clause will commence from the anniversary of the date of commencement of employment of the Employee.
- 6.2.3 No leave loading will be paid for this additional leave.
- 6.2.4 The additional leave will be taken by mutual agreement or when relief will not be required.
- 6.2.5 Casual Employees who do not accumulate leave from on-call shifts will continue to be paid at emergency call-in pay rates as specified under clause 5.4.4 when called in to work.

6.3 PERSONAL/CARER'S LEAVE

6.3.1 Definitions

The term **immediate family** *includes*:

- 6.3.1(b) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person of the same or opposite sex to the Employee who lives with the Employee as his or her husband, wife or partner on a bona fide domestic basis; and
- 6.3.1(c) child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

6.3.2 Amount of paid personal/carer's leave

- 6.3.2(a) Paid personal/carer's leave will be available to an Employee, other than a casual Employee, when they are absent:
- due to personal illness or injury; or
 - for the purposes of caring for an immediate family or household member who is sick or injured and requires the Employee's care or support or who requires the Employee's care or support due to an unexpected emergency affecting the member, or
 - as agreed in advance with their supervisor, for the purposes of moving house or other urgent pressing necessity

6.3.2(b) For each year of service an employee other than a casual employee is entitled to 10 days of paid personal/carer's leave.

6.3.2(c) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

6.3.2(d) *Transitional provisions*

Where - because of the provisions of the previous enterprise agreement - an employee has already accrued personal/carer's leave in advance of completing service, the employee will not accrue leave under subclause (c) until the employee has completed the service for which they accrued personal/carer's leave in advance.

6.3.2(e) An Employee's personal/carer leave accumulates from year to year and any personal leave taken by the Employee is deducted from the Employee's personal/carer's leave credit.

6.3.3 **Payment of Personal/carer's leave**

When an Employee takes paid personal/carer's leave, the Employer will pay the Employee for that period the ordinary rate of pay as defined. For the purposes of this clause, payment for a day will be made at the rostered hours the Employee would have worked had the Employee not been absent on personal leave.

6.3.4 **Employee must give notice**

To be entitled to paid Personal/carer's leave, the Employee will inform the Employer of their inability to attend for duty, as soon as reasonably practicable (which may be a time after the leave has started) and as far as practicable, state the reason for the absence (i.e. for sick leave or carer's leave purposes) and state the estimated duration of the absence.

6.3.5 **Evidence Supporting Claim**

(a) Unless required by the Employer, up to two days per occasion of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence. Such leave may not be taken without production of a medical certificate or other suitable evidence on a shift immediately prior to or immediately following a public holiday or annual leave.

(b) When taking leave for personal illness or injury (unless 6.3.5(a) applies or where required by the Employer) the Employee must establish by production of a medical certificate that the Employee was unable to work because of injury or personal illness. An Employee will not be required to produce a medical certificate for the leave where the circumstances would make it unreasonable for the Employee to do so. In this case the Employee must provide the Employer with a statutory declaration or other form of reasonable evidence to the satisfaction of the Employer that substantiates the reason for the absence.

(c) When taking leave to provide care or support to members of their Immediate Family or household who are sick or injured, or due to an unexpected

emergency, the Employee must, if required by the Employer, provide evidence of the need for the Employee to provide care or support for the specified reason.

- (d) Failure to provide the required notice or the evidence as required by this clause may result in non-payment of personal/carers leave. In such cases the time away from work will be regarded as an unauthorised absence.

6.3.6 Unpaid personal/carers leave

- (a) An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.
- (d) The notice and evidence requirements of clauses 6.3.5 must be complied with.

6.3.7 Personal Leave on a Public Holiday

If the period during which an employee takes paid personal/carers leave includes a day or part-day that is a public holiday, payment at ordinary rates will be made for the day as a public holiday not worked and no Personal/carers Leave will be deducted.

6.4 COMPASSIONATE LEAVE

Compassionate leave entitlements are in accordance with the NES.

6.5 OTHER LEAVE

- 6.5.1 Management may authorise any reasonable request for paid or unpaid leave including compassionate, maternity, special leave and other leave in addition to personal leave

allocations, subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the Employer.

6.5.2 Ceremonial leave

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

6.5.3 Community Service Leave

Employees are entitled to Community Service Leave (which includes jury service leave) in accordance with the NES.

6.6 PARENTAL LEAVE

6.6.1 Unpaid Parental Leave

- (a) Employees are entitled to unpaid parental leave in accordance with the NES.
- (b) For an Employee who is eligible for Parental Leave as set out in clause 6.6.1(a), the provisions for paid parental leave in clause 6.6.2 will apply as part of the total period of parental leave. These entitlements are in addition to the provisions of the Federal Government's Paid Parental Leave Scheme.

6.6.2 Paid Parental and Paid Adoption Leave

6.6.2(a) An Employee who is not a casual Employee and who has completed 12 months but less than 5 years continuous service prior to the expected date of birth is eligible to apply for 8 weeks paid parental / adoption leave.

An Employee (who is not a casual Employee) who has had 5 or more years of continuous service prior to the expected date of birth, is eligible to apply for 16 weeks paid parental / adoption leave.

6.6.2(b) Paid parental / adoption leave is granted to an Employee on the following conditions:

- (i) Leave must be taken in a single unbroken period except as provided by this clause;
- (ii) Unless additional leave is sought and granted, a combination of paid and unpaid leave must not exceed 52 weeks;
- (iii) The leave is only available to the primary care giver, and for paid adoption leave purposes, from the date the primary care giver takes custody of the child;

- (iv) It is to be paid at an Employee's ordinary rate of pay (i.e. no shift or public holiday penalties or allowances); and
 - (v) It is not to be extended by public holidays or any other leave falling within the period of leave.
- 6.6.2(c) Part-time Employees are entitled to the same provisions as full time Employees on a pro- rata basis according to contracted hours.
- 6.6.2(d) If both parents are Employees of the Hospital:
- (i) the maximum total period of available paid parental leave or adoption leave in respect of a particular child is 16 weeks as prescribed by clause 6.6.2(a).
 - (ii) only the primary care giver is entitled to payment under this clause, but
 - (iii) the parents may choose to share the primary care giving and apportion the available period of leave as two separate consecutive periods (one period each) within 12 months after the birth or adoption of the child.
- 6.6.2(e) The notice and evidence requirements for the paid parental leave in this Agreement are the same as the notice and evidence requirements under the NES for unpaid parental leave, with the additional requirement that the Employer may require reasonable evidence that an Employee is the primary care giver for the period of leave.

6.7 PUBLIC HOLIDAYS

- 6.7.1 Entitlements and obligations in relation to public holidays (including the meaning of 'public holiday' and any additional or substitute public holidays in a state/territory) are dealt with in the NES. This clause contains additional provisions.
- 6.7.2 If, in accordance with the NES, a full-time or part-time employee is absent from his or her employment on a day or part - day that is a public holiday, they will be paid at the Ordinary Rate of Pay for the ordinary hours of work they would usually work on the day or part - day.
- 6.7.3 If an employee does not have ordinary hours of work on the day that is a public holiday, the employee is not entitled to payment under this clause.
- 6.7.4 Without limiting clause 6.7.2, a full-time or part-time employee who does not work their ordinary hours of work on fixed days such that the employee's ordinary hours for that day or part day are readily able to be determined will be entitled to payment for absence on a public holiday under this clause if, over the 4 fortnightly pay periods immediately preceding the public holiday, the employee worked ordinary hours (or took leave) on at least 4 of the relevant days on which the public holiday falls.

6.7.5 Payment for work on a public holiday

- (a) Full-time and part-time employees will be paid at the rate of 250% of the appropriate Ordinary Hourly Rate for the employee's classification for all ordinary hours worked on a public holiday.
- (b) Casual employees will be paid at the rate of 200% of the appropriate Casual Hourly Rate for the employee's classification for all ordinary hours worked on a public holiday.

6.7.6 Christmas Day falling on a Saturday or Sunday

Where Christmas Day falls on a Saturday or Sunday, employees will be paid the appropriate public holiday rate for all hours worked on both Christmas Day and any substitute public holiday.

6.7.7 Seven day shift workers

If a public holiday falls between Monday and Friday inclusive, a seven day shift worker who is not a casual employee and who does not work on a public holiday because it is their rostered day off is entitled to the following additional payment at the ordinary rate of pay.

- a) Full-time seven day shift workers - an additional 7 hours and 36 minutes pay; or
- b) Part-time seven day workers - an additional days pay, calculated by the number of hours that they are usually rostered for work, but this will not exceed 7 hours and 36 minutes pay.

6.8 LEAVE WITHOUT PAY

- 6.8.1 This clause recognises that leave without pay is at times offered and/or requested and outlines the arrangements.
- 6.8.2 Employees at St Andrew's Hospital may be offered leave without pay (LWOP) and/or may apply for leave without pay (LWOP) during times of low activity/occupancy.
- 6.8.3 Leave without pay can only be taken by mutual agreement. Employees will not be forced to take leave without pay.
- 6.8.4 There is no minimum period of notice required when requesting or negotiating leave without pay.
- 6.8.5 Periods of leave without pay of up to one (1) month will not affect continuity of service. Leave entitlements (with the exception of long service leave) will cease to be accrued if an employee is on leave without pay for a period exceeding one month consecutively.
- 6.8.7 Where Employees are seeking a period of leave without pay of extended duration, Employees may be required to take any accrued Annual Leave in the first instance after discussion with the Director Nursing and Clinical Services.

6.9 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

An employee's entitlement to Family and Domestic Violence Leave (including 10 days paid leave per year) is provided by the NES.

7. SAFETY, STAFFING AND DEVELOPMENT

7.1 STAFF DEVELOPMENT

7.1.1 Education and Training

The parties acknowledge the ongoing requirements for appropriate orientation and training of new Employees and the ongoing requirement for Employees to maintain their skills up to date with current nursing and medical practices and legislative requirements. This requirement is a joint responsibility.

The following provisions are to apply for the life of the Agreement:

- 7.1.1(a) It is acknowledged that as this education is a requirement of the work environment and approved by the Employer that the provisions of the *Work Health and Safety Act 2012 (SA)* will apply.
- 7.1.1(b) Nurses to be provided with three (3) days pro rata professional development leave per annum based on contracted hours. This may be used for attendance at external training/courses (i.e. not provided by the Employer), provided that the training/course is directly related to the Employee's area of work and of benefit to the Hospital. Example: where an Employee works an average of 37.5 hours per fortnight they will receive 1.5 days (professional development leave) study per annum.
- 7.1.1 (c) Employees will be able to utilise up to 50% of their professional development leave entitlement each year (as per clause 7.1.1 (b)) for the purposes of attending internal (non-mandatory) training courses. To access this leave, Employees will be required to apply for this leave via the Hospital's Studies Assistance Program.
- 7.1.1(d) A year for the purpose of this clause, will be 1 September to 31 August.
- 7.1.1(e) Unused study leave from one year does not carry over to the following year and will not be paid out upon termination.

7.1.2 Mandatory Education

- 7.1.2(a) Mandatory Education (including computer based learning) identified by appropriate legislation and the Employer will be completed by Employees in work time. Managers are responsible for allocating sufficient time for the Employee to complete the Mandatory Education within working hours. Where exceptional circumstances mean that training cannot reasonably be completed in the employee's working hours, the manager may approve the payment of overtime.
- 7.1.2(b) Mandatory Education attendance is required of all nursing Employees. It is the responsibility of the Employee to arrange with their Manager an appropriate time to complete their Mandatory Education. The pre-arranged time will be rostered as Mandatory Education.

- 7.1.2(c) Employees have a period of twelve (12) months each calendar year, to complete Mandatory Education requirements. If Employees have not completed Mandatory Education within a twelve (12) month period, the Employee will be deemed non-compliant and will not be rostered for any further shifts until the Mandatory Education has been completed.

7.2 WORKPLACE HEALTH AND SAFETY

- 7.2.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the Employer and Employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 7.2.2 St Andrew's will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
- Improve workplace health and safety;
 - Improve return to work performance; and
 - Reduce human and workplace costs of injury or illness.
- 7.2.3 The parties will work towards achieving and maintaining applicable work health and safety and injury management standards and practices, including:
- Ensuring understanding of the importance of systematically managing WHS in all work activities and workplaces through consultative processes.
 - Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
 - Communicating openly and transparently about risks to workplace health and safety.
 - Achieving continuous improvement, and best practice, in work health and safety, and injury management performance.
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
 - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all Employees.

7.3 MULTI-SKILLING

- 7.3.1 The Employer may direct the Employee to carry out such duties as are within the limits of the Employee's Nursing skills, experience and training, provided that such duties are not designed to promote deskilling.
- 7.3.2 The Employer may direct the Employee to carry out such nursing duties and use such equipment as may be required, provided that the Employee has been properly trained and deemed competent in the use of such equipment.
- 7.3.3 Where the Employee is required to work in a new area and/or with unfamiliar equipment and the Employer is made aware by the Employee of their lack of experience or expertise in the area, the Employer will have regard to the Employee's advice and provide appropriate orientation and training.
- 7.3.4 Where the Employer directs the Employee to carry out duties in another area the Employee must advise the Employer of their lack of experience or expertise in that

area and the Employer will have regard to the Employee's advice. The Employer may arrange for the Employee to work buddied with or supervised by experienced staff.

7.4 MODELS OF CARE

- 7.4.1 The parties to this Agreement recognise that the Employer has a responsibility to provide a safe workplace, and that includes managing nursing workloads that are reasonable and safe.
- 7.4.2 The Hospital will consult regularly with Employees (at least 4 times per year) via open meetings and/or other means of feedback where nursing staff will have the opportunity to give feedback directly to the responsible managers in relation to care and workload matters. The Union will also be provided with an open invitation to supplement staff feedback directly to management, and will be provided with an opportunity to attend four meetings with management each year (or more by agreement) for this purpose.
- 7.4.3 Arising from the consultation process above, the Hospital commits to further consulting with Employees in respect to any initiatives it proposes to address patient care and workload issues. Following that process, proposed initiatives or solutions will be implemented in a timely manner, subject to resource availability and any budgetary obligations governing the initiative's timing.
- 7.4.5 Notwithstanding this, should any Employee or group of Employees in any one ward or unit feel that the workloads are unreasonably heavy and these are persisting on a regular basis, and the reasons for this are not outside of the Hospital's control, then they have a responsibility to discuss their concerns with their Clinical Manager using the process set out below.
- 7.4.5.1 The Clinical Manager will investigate any issue that is raised and report back to the Employee(s) as soon as is reasonable and practicable, but in any event not later than seven business days after the issue has been notified.
- 7.4.5.2 If the Clinical Manager is unable to resolve the issue to the satisfaction of the Employee(s), the Employee(s) may request that the issue be referred to the relevant Associate Director Nursing (ADON) and the relevant nurse/s will be advised of this action. The ADON will acknowledge receipt of the concern within 2 business days, and ensure that a response is provided to the Employee(s) within a reasonable timeframe, but in any event not later than seven business days after receipt of the issue by the ADON. In the event that the ADON is unable to resolve the matter then the issue may be further escalated by the Employee(s) to the Director Nursing and Clinical Services (DNCS) for review
- 7.4.5.3 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the Employee (or their nominated Employee representative) may utilise the dispute settlement procedure of this Agreement to resolve the issue.


- 7.4.6 Notwithstanding the obligation to consult and communicate as provided by this clause, final decision-making responsibility for staffing and resource allocation matters are vested with the DNCS or their delegate, and nothing in this Agreement limits their ability to make the final decision about care and staffing matters in respect to all matters connected to workload and patient needs. It is accepted by the parties that some matters impacting staffing may be outside the control of the Hospital.
- 7.4.7 Any dispute about the application and operation of this clause will be managed in accordance with the dispute resolution provisions of this Agreement, including referral if required, to the Fair Work Commission. For the avoidance of doubt, the Fair Work Commission has jurisdiction over disputes about the operation of this clause but cannot make decisions or determinations about staffing or staffing numbers.

7.5 APRONS

The Hospital will, wherever operationally possible, minimise the length of time that employees wear lead aprons. The Employer is committed to providing the lightest weight aprons for radiological purposes.


8. SIGNATURE PAGE

SIGNED FOR AND ON BEHALF
of St Andrew's Hospital Inc


Signature: 
Full Name: JACQUE WILEY
Position: DIRECTOR NURSING + CLINICAL SERVICES
Address: 350 SOUTH TCE
ADELAIDE SA 5000.

Basis of authority: A/A
to sign: _____
Dated: 12/6/2024

in the presence of:


Witness Signature: 
Name: Amber Sheedy
Address: 3 Dingera Avenue
North Plympton SA 5037
Dated: 12/6/2024

SIGNED FOR AND ON BEHALF of
the Employees

Signature: 
Full Name: Elizabeth Dabars
Position: Branch Secretary
Address: 191 Torrens Road, Ridleyton SA 5008

Basis of authority: _____
to sign: _____
Dated: 19 / 6 / 2024

in the presence of:

Witness Signature: 
Name: Elisa Cirillo
Address: 191 Torrens Road, Ridleyton
Dated: 19 / 6 / 2024

SCHEDULE 1 – Ordinary Rates of Pay

Classification	Previous Agreement (Sep 2022)	FPPCOOA 1 Sep 2023	Yes vote 2024	FPPCOOA 1 Sep 2024	FPPCOOA 1 Sep 2025
RN Level 1 Yr 1	34.55	35.69	36.23	37.32	38.44
RN Level 1 Yr 2	36.15	37.34	37.45	38.57	39.73
RN Level 1 Yr 3	37.78	39.03	39.20	40.38	41.59
RN Level 1 Yr 4	39.39	40.69	40.80	42.02	43.28
RN Level 1 Yr 5	41.03	42.38	42.51	43.79	45.10
RN Level 1 Yr 6	42.64	44.05	44.19	45.52	46.88
RN Level 1 Yr 7	44.24	45.70	45.88	47.26	48.67
RN Level 1 Yr 8	45.31	46.81	47.03	48.44	49.89
RN Level 1 Yr 9	46.39	47.92	48.40	49.85	51.35
RN Level 1 Yr 10	47.50	49.07	49.37	50.85	52.38
RN Level 2 Yr 1	49.32	50.95	51.24	52.78	54.36
RN Level 2 Yr 2	49.85	51.50	52.00	53.56	55.17
RN Level 2 Yr 3	50.97	52.65	53.00	54.59	56.23
RN Level 2 Yr 4	51.97	53.69	54.00	55.62	57.29
RN Level 2 Yr 5	52.63	54.37	55.00	56.65	58.35
RN Level 3 Yr 1	56.55	58.42	59.38	61.16	63.00
RN Level 3 Yr 2	58.58	60.51	60.70	62.52	64.40
RN Level 3 Yr 3	59.20	61.15	61.30	63.14	65.03
RN Level 3 Yr 4	59.82	61.79	62.00	63.86	65.78
Enrolled Nurse Year 1	29.94	30.93	31.14	32.08	33.04
Enrolled Nurse Year 2	30.60	31.61	32.60	33.58	34.59
Enrolled Nurse Year 3	31.24	32.27	32.50	33.47	34.48
Enrolled Nurse Year 4	31.88	32.93	33.16	34.16	35.18
Enrolled Nurse Year 5	32.54	33.61	33.85	34.86	35.91
Enrolled Nurse Year 6	33.31	34.41	34.50	35.54	36.60
Enrolled Nurse Year 7	33.98	35.10	35.20	36.26	37.34
Enrolled Nurse Diploma Year 1	30.84	31.86	32.08	33.04	34.03
Enrolled Nurse Diploma Year 2	31.52	32.56	32.60	33.58	34.59
Enrolled Nurse Diploma Year 3	32.18	33.24	33.47	34.48	35.51
Enrolled Nurse Diploma Year 4	32.85	33.93	34.00	35.02	36.07
Enrolled Nurse Diploma Year 5	33.51	34.62	34.86	35.90	36.98
Enrolled Nurse Diploma Year 6	34.31	35.44	35.52	36.59	37.68
Enrolled Nurse Diploma Year 7	35.00	36.16	36.25	37.34	38.46
Student Nurse Yr 2	26.97	27.86	28.00	28.84	29.71
Student Nurse Yr 3	28.25	29.18	29.30	30.18	31.08

SCHEDULE 2

2.1 CLASSIFICATION CRITERIA and CAREER STRUCTURE

2.1.1 Enrolled Nurse with Certificate Qualifications

A salary scale of 7 pay points for Enrolled Nurses with Certificate Qualifications applies to Enrolled Nurses with Certificate Qualifications and incremental progression through each step will occur in accordance with 4.1.1(b)(i) and 2.1.3 of this Schedule.

2.1.2 Enrolled Nurse with Diploma of nursing qualifications

A salary scale of 7 pay points for Enrolled Nurses with Diploma Qualifications applies to Enrolled Nurses with Diploma Qualifications and incremental progression through each step will occur in accordance with 4.1.1(b)(i) and 2.1.3 of this Schedule.

Employees classified in the EN with certificate salary scale who undertake post-graduate enrolment Diploma translate to the EN with Diploma qualification salary scale on a point to point basis. The progression payment will commence from the pay period directly following the time that this evidence is provided to the Director Nursing and Clinical Services.

2.1.3 Pay point Y7

There is no automatic progression from Pay Point 6 to Pay Point 7.

2.1.3(a) An enrolled nurse may progress from Pay Point 6 to Pay Point 7 on successful completion of 80 nominal hours of structured education in a module/modules relevant to the EN practice setting. Structured education may be delivered through classroom or distance modules and includes assessment, which ensures the competencies/objectives of the module have been met. Examples of such modules include: Orthopaedics, CCU, Theatre, Advanced Skills Nursing for Activities for Daily Living, Continence Management, Introduction to Mental Health, Care of the Aged in Acute Setting, Rehabilitation, etc.

2.1.3(b) On application for progression to Pay Point 7, evidence of successful completion includes copies of certificates etc. or confirmation from the course coordinator/institution etc. that the Employee was enrolled/attended/assessed and successfully completed the course requirements. The progression payment will commence from the pay period directly following the time that this evidence is provided to the Director Nursing and Clinical Services.

2.1.3 (c) The 80 nominal hours may consist of a number of separate courses of less than 80 hours (with a minimum of 16 hours duration) but relating to a common area of practice (and in total at least 80 hours) and with demonstration of assessment and completion components for each course.

2.1.3(d) Mandatory training courses are not eligible for inclusion as part of the 80 nominal hours.

2.1.4 Specific definitions

2.1.4 (a) **In-service training** means the formal and/or informal work related learning activities undertaken by an Employee through opportunities provided by the Employer, which contribute to an Employee's professional development and efficiency by:

- the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
- reducing the degree of direct supervision required by the Employee; and/or
- enhancing the breadth and/or depth of knowledge and skills required by an Employee in a specific area and/or range of areas of nursing practice, as the case may be.

2.1.4 (b) **Supervision** means the oversight, direction, instruction, guidance and/or support provided to an Employee by the RN responsible for ensuring such an Employee is not placed in situations where required to function beyond the preparation and competence of the Employee. Specifically:

- direct supervision means the Employee works side by side continuously with an RN responsible for observing and directing the Employee's activities in circumstances where, in the judgement of the RN, such an arrangement is warranted in the interests of safe and/or effective practice;
- indirect supervision means such other supervision provided to an Employee assuming responsibility for functions delegated by an RN in circumstances where, in the judgement of the RN accountable for such delegation, direct supervision of the Employee is not required.

2.1.5 Registered nurses

2.1.5 (a) Registered nurses level 1 (RN-1)

Means an RN who:

- According to the Employee's level of competence; and
- Under the general guidance of, or with general access to a more competent RN who provides work related support and direction,

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 Employees, including RN-1s, EN's, student EN's and Student Nurses.
- Accepting accountability for the Employee's own standards of nursing care and service delivery.
- Participating in action research, policy and procedure development within the practice setting.
- Subject to higher duties 4.1.3, relieving RN2 (as described in 2.1.5(b) in Schedule 2).

2.1.5 (b) Registered nurse level 2 (RN-2)

Means an RN who:

Holds any other qualification required for working in the Employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the Employee is required to perform the duties detailed in this subclause on a continuing basis.

- (i) Appointed at this level and is required in addition to the duties of an RN1, to perform duties delegated by a RN3 or higher level classification, duties which 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 RN3;
 - Acting as a role model in the provision of holistic care to patients or clients in the practice setting;
 - Assisting in the management of action research projects, and participating in quality assurance programs, policy and procedure development within the practice setting; and
 - Subject to 4.1.3 higher duties relieving RN-3's as required.

2.1.5 (c) Registered nurse level 3 (RN-3)

Means an RN who:

Holds any other qualification required for working in the Employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the Employee is required to perform the duties detailed in this subclause on a continuing basis;

- (i) Is appointed at this level, according to practice setting and patient or client group, and is required, in addition to the duties of an RN-2 to perform duties which may substantially include but are not confined to:
- providing leadership and role modelling, in collaboration with others, 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 and procedure development and implementation; and 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;
 - coordinating or managing nursing or multi-disciplinary service teams providing acute nursing and community services;
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies;
 - managing financial matters, budget preparation and cost control in respect of nursing within that span of control; and
 - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.