

# Nurses Award 2010

This Fair Work Commission consolidated modern award incorporates all amendments up to and including 26 March 2021 ([PR728136](#), [PR728137](#)).

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

Schedule X—Additional Measures During the COVID-19 Pandemic

Schedule Y—Industry Specific Measures During the COVID-19 Pandemic

Current review matter(s): [AM2014/47](#); [AM2014/190](#); [AM2014/196](#); [AM2014/197](#); [AM2014/207](#); [AM2014/301](#); [AM2015/2](#); [AM2016/15](#); [AM2016/8](#); [AM2016/31](#)

## Table of Contents

[Varied by [PR988400](#), [PR532630](#), [PR544519](#), [PR546288](#), [PR557581](#), [PR573679](#), [PR583038](#), [PR609351](#), [PR610197](#), [PR701434](#), [PR718141](#), [PR721364](#), [PR728137](#)]

- Part 1— Application and Operation ..... 3**
  - 1. Title ..... 3
  - 2. Commencement and transitional..... 3
  - 3. Definitions and interpretation ..... 4
  - 4. Coverage ..... 5
  - 5. Access to the award and the National Employment Standards..... 7
  - 6. The National Employment Standards and this award..... 7
  - 7. Individual flexibility arrangements ..... 7
- Part 2— Consultation and Dispute Resolution..... 9**
  - 8. Consultation about major workplace change ..... 9
  - 8A. Consultation about changes to rosters or hours of work ..... 10
  - 9. Dispute resolution ..... 10
- Part 3— Types of Employment and Termination of Employment ..... 11**
  - 10. Types of employment..... 11
  - 11. Termination of employment..... 14
  - 12. Redundancy..... 15
- Part 4— Minimum Wages and Related Matters..... 17**
  - 13. Classifications ..... 17
  - 14. Minimum weekly wages ..... 17
  - 15. Progression through pay points..... 20

Nurses Award 2010

16.	Allowances.....	20
17.	District allowances.....	22
18.	Payment of wages.....	23
19.	Accident pay.....	23
20.	Superannuation.....	24
<b>Part 5— Hours of Work and Related Matters .....</b>		<b>26</b>
21.	Ordinary hours of work.....	26
22.	Span of hours.....	26
23.	Rest breaks between rostered work.....	26
24.	Accumulation and taking of accrued days off (ADOs).....	27
25.	Rostering.....	27
26.	Saturday and Sunday work.....	28
27.	Breaks.....	28
28.	Overtime.....	29
29.	Shiftwork.....	32
30.	Higher duties.....	32
30A.	Requests for flexible working arrangements.....	32
<b>Part 6— Leave and Public Holidays.....</b>		<b>34</b>
31.	Annual leave.....	34
32.	Public holidays.....	39
33.	Ceremonial leave.....	40
34.	Personal/carer’s leave and compassionate leave.....	40
35.	Community service leave.....	40
36.	Leave to deal with Family and Domestic Violence.....	40
<b>Schedule A —Transitional Provisions.....</b>		<b>43</b>
<b>Schedule B —Classification Definitions.....</b>		<b>49</b>
<b>Schedule C —Part-day Public Holidays.....</b>		<b>61</b>
<b>Schedule D —Agreement to Take Annual Leave in Advance.....</b>		<b>63</b>
<b>Schedule E —Agreement to Cash Out Annual Leave.....</b>		<b>64</b>
<b>Schedule X —Additional Measures During the COVID-19 Pandemic.....</b>		<b>65</b>

## Part 1—Application and Operation

### 1. Title

This award is the *Nurses Award 2010*.

### 2. Commencement and transitional

[Varied by [PR988400](#), [PR542154](#)]

**2.1** This award commences on 1 January 2010.

**2.2** The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.

**2.3** This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:

- minimum wages and piecework rates
- casual or part-time loadings
- Saturday, Sunday, public holiday, evening or other penalties
- shift allowances/penalties.

[2.4 varied by [PR542154](#) ppc 04Dec13]

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

[2.5 varied by [PR542154](#) ppc 04Dec13]

**2.5** The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.

[2.6 varied by [PR542154](#) ppc 04Dec13]

**2.6** The Fair Work Commission may review the transitional arrangements:

- (a) on its own initiative; or

- (b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or
- (c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or
- (d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.

### 3. Definitions and interpretation

[Varied by [PR994468](#), [PR997772](#), [PR503643](#), [PR546003](#)]

#### 3.1 In this award, unless the contrary intention appears:

[Definition of **Act** substituted by [PR994468](#) from 01Jan10]

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

[Definition of **agreement-based transitional instrument** inserted by [PR994468](#) from 01Jan10]

**agreement-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **award-based transitional instrument** inserted by [PR994468](#) from 01Jan10]

**award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Commission** deleted by [PR994468](#) from 01Jan10]

[Definition of **default fund employee** inserted by [PR546003](#) ppc 01Jan14]

**default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

[Definition of **defined benefit member** inserted by [PR546003](#) ppc 01Jan14]

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

[Definition of **Division 2B State award** inserted by [PR503643](#) ppc 01Jan11]

**Division 2B State award** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **Division 2B State employment agreement** inserted by [PR503643](#) ppc 01Jan11]

**Division 2B State employment agreement** has the meaning in Schedule 3A of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **employee** substituted by [PR994468](#), [PR997772](#) from 01Jan10]

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

## Nurses Award 2010

[Definition of **employer** substituted by [PR994468](#), [PR997772](#) from 01Jan10]

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

[Definition of **enterprise award** deleted by [PR994468](#) from 01Jan10]

[Definition of **enterprise award-based instrument** inserted by [PR994468](#) from 01Jan10]

**enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

[Definition of **enterprise NAPSA** deleted by [PR994468](#) from 01Jan10]

[Definition of **exempt public sector superannuation scheme** inserted by [PR546003](#) ppc 01Jan14]

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

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

[Definition of **MySuper product** inserted by [PR546003](#) ppc 01Jan14]

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

[Definition of **NAPSA** deleted by [PR994468](#) from 01Jan10]

[Definition of **NES** substituted by [PR994468](#) from 01Jan10]

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

[Definition of **on-hire** inserted by [PR994468](#) from 01Jan10]

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

**standard rate** means the minimum wage for a Registered nurse—level 1 pay point 1 in clause 14.3

[Definition of **transitional minimum wage instrument** inserted by [PR994468](#) from 01Jan10]

**transitional minimum wage instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)

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

## **4. Coverage**

[Varied by [PR988400](#), [PR994468](#), [PR507190](#), [PR544806](#)]

**4.1** This occupational award covers:

## Nurses Award 2010

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

[4.1(b) substituted by [PR507190](#) ppc 01Jan10]

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

**4.2** The award does not cover employers who employ nurses in primary or secondary schools.

**4.3** The award does not cover an employee excluded from award coverage by the Act.

[4.4 substituted by [PR994468](#) from 01Jan10]

**4.4** The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.5 inserted by [PR994468](#) from 01Jan10]

**4.5** The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

[New 4.6 inserted by [PR994468](#) from 01Jan10]

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

[4.5 renumbered as 4.7 by [PR994468](#) ppc 01Jan10; deleted by [PR507190](#) from 01Jan10]

[4.6 renumbered as 4.8 by [PR994468](#), as 4.7 by [PR507190](#) from 01Jan10; substituted by [PR544806](#) ppc 01Jan14]

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

[4.8 inserted by [PR544806](#) ppc 01Jan14]

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

## **5. Access to the award and the National Employment Standards**

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

## **6. The National Employment Standards and this award**

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

## **7. Individual flexibility arrangements**

[Varied by [PR542154](#); 7—Award flexibility renamed and substituted by [PR610197](#) ppc 01Nov18]

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

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

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

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

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

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

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

**7.6** An agreement must do all of the following:

- (a) state the names of the employer and the employee; and
- (b) identify the award term, or award terms, the application of which is to be varied; and

## Nurses Award 2010

- (c) set out how the application of the award term, or each award term, is varied; and
- (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
- (e) state the date the agreement is to start.

**7.7** An agreement must be:

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

**7.8** Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

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

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

**7.11** An agreement may be terminated:

- (a) at any time, by written agreement between the employer and the employee; or
- (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

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

**7.12** An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.

**7.13** The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.



## Part 2—Consultation and Dispute Resolution

### 8. Consultation about major workplace change

[8—Consultation regarding major workplace change renamed and substituted by [PR546288](#), 8—Consultation about major workplace change renamed and substituted by [PR610197](#) ppc 01Nov18]

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

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

**8.2** For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

**8.3** Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

**8.4** The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).

**8.5** In clause 8

**significant effects**, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or

- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

**8.6** Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.

## **8A. Consultation about changes to rosters or hours of work**

[8A inserted by [PR610197](#) ppc 01Nov18]

**8A.1** Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

**8A.2** The employer must consult with any employees affected by the proposed change and their representatives (if any).

**8A.3** For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

**8A.4** The employer must consider any views given under clause 8A.3(b).

**8A.5** Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.

## **9. Dispute resolution**

[Varied by [PR994468](#), [PR542154](#); substituted by [PR610197](#) ppc 01Nov18]

**9.1** Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the [NES](#).

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

**9.3** If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.

- 9.4** If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.
- 9.5** The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 9.6** If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the [Act](#) to use and that it considers appropriate for resolving the dispute.
- 9.7** A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.
- 9.8** While procedures are being followed under clause 9 in relation to a dispute:
- (a) work must continue in accordance with this award and the [Act](#); and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 9.9** Clause 9.8 is subject to any applicable work health and safety legislation.

## **Part 3—Types of Employment and Termination of Employment**

### **10. Types of employment**

[Varied by [PR700591](#), [PR723938](#)]

#### **10.1 Employment categories**

Employees under this award 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 employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

#### **10.2 Full-time employment**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 21.1 of this award.

### 10.3 Part-time employment

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

### 10.4 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis.

[10.4(b) varied by [PR723938](#) ppc 20Nov20]

- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25% for each ordinary hour worked.
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

### 10.5 Right to request casual conversion

[10.5 inserted by [PR700591](#) ppc 01Oct18]

- (a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A **regular casual employee** is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

## Nurses Award 2010

- (e) Any request under this subclause must be in writing and provided to the employer.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - (ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 10.3(b).
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.
- (o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee’s first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.
- (q) A casual employee’s right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).

**11. Termination of employment**

[11 substituted by [PR610197](#) ppc 01Nov18]

Note: The [NES](#) sets out requirements for notice of termination by an employer. See ss.117 and 123 of the [Act](#).

**11.1 Notice of termination by an employee**

- (a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the [Act](#).
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

**Table 1—Period of notice**

<b>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2 Period of notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks

## Nurses Award 2010

<b>Column 1</b> <b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Column 2</b> <b>Period of notice</b>
More than 5 years	4 weeks

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

- (c) In paragraph (b) **continuous service** has the same meaning as in s.117 of the [Act](#).
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.

### 11.2 Job search entitlement

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

- 11.3 The time off under clause 11.2 is to be taken at times that are convenient to the employee after consultation with the employer.

## 12. Redundancy

[Varied by [PR994468](#), [PR503643](#); [PR561478](#); substituted by [PR706991](#) ppc 03May19]

NOTE: Redundancy pay is provided for in the [NES](#). See sections 119–123 of the [Act](#).

### 12.1 Transfer to lower paid duties on redundancy

- (a) Clause 12.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
  - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or

- (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
- (c) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

## **12.2 Employee leaving during redundancy notice period**

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

## **12.3 Job search entitlement**

- (a) Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under paragraph (a), the employee must, at the request of the employer, produce proof of attendance at an interview.
- (c) A statutory declaration is sufficient for the purpose of paragraph (b).
- (d) An employee who fails to produce proof when required under paragraph (b) is not entitled to be paid for the time off.
- (e) This entitlement applies instead of clauses 11.2 and 11.3.

## **12.5 Transitional provisions – NAPSA employees**

[12.5 substituted by [PR994468](#); renamed by [PR503643](#); deleted by [PR561478](#) ppc 05Mar15]

## **12.6 Transitional provisions – Division 2B State employees**

[12.6 inserted by [PR503643](#); deleted by [PR561478](#) ppc 05Mar15]



## Part 4—Minimum Wages and Related Matters

### 13. Classifications

[Varied by [PR988400](#)]

Classification definitions are set out in Schedule B—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

### 14. Minimum weekly wages

[14 varied by [PR997958](#), [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#)]

#### 14.1 Nursing assistant

[14.1 substituted by [PR997958](#) ppc 01Jul10; varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

	<b>Per week</b>
	<b>\$</b>
1st year	822.80
2nd year	836.30
3rd year and thereafter	850.20
Experienced (the holder of a relevant Certificate III qualification)	877.60

#### 14.2 Enrolled nurses

##### (a) Student enrolled nurse

[14.2(a) substituted by [PR997958](#) ppc 01Jul10; varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

	<b>Per week</b>
	<b>\$</b>
Less than 21 years of age	761.70
21 years of age and over	801.40

##### (b) Enrolled nurse

[14.2(b) substituted by [PR997958](#) ppc 01Jul10; varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

	<b>Per week</b>
	<b>\$</b>
Pay point 1	893.90
Pay point 2	905.70
Pay point 3	917.70

**Nurses Award 2010**

	<b>Per week \$</b>
Pay point 4	930.90
Pay point 5	940.30

**14.3 Registered nurses**

[14.3 substituted by [PR997958](#) ppc 01Jul10]

Minimum entry rate for a:

[14.3(a) varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

**(a)** four year degree is \$998.40 per week;

[14.3(b) varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

**(b)** masters degree is \$1032.90 per week.

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

	<b>Per week \$</b>
<b>Registered nurse—level 1</b>	
Pay point 1	956.20
Pay point 2	975.80
Pay point 3	999.80
Pay point 4	1026.30
Pay point 5	1057.90
Pay point 6	1088.50
Pay point 7	1120.00
Pay point 8 and thereafter	1149.10
<b>Registered nurse—level 2</b>	
Pay point 1	1179.60
Pay point 2	1198.30
Pay point 3	1219.10
Pay point 4 and thereafter	1239.10
<b>Registered nurse—level 3</b>	
Pay point 1	1279.00
Pay point 2	1302.50

**Nurses Award 2010**

	<b>Per week \$</b>
Pay point 3	1325.00
Pay point 4 and thereafter	1348.80
<b>Registered nurse—level 4</b>	
Grade 1	1459.80
Grade 2	1564.40
Grade 3	1655.60
<b>Registered nurse—level 5</b>	
Grade 1	1473.10
Grade 2	1551.30
Grade 3	1655.60
Grade 4	1758.90
Grade 5	1939.90
Grade 6	2122.50

**14.4 Nurse practitioner**

[14.4 substituted by [PR997958](#) ppc 01Jul10; varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

	<b>Per week \$</b>
1st year	1471.80
2nd year	1515.50

**14.5 Occupational health nurses**

[14.5 substituted by [PR997958](#) ppc 01Jul10; varied by [PR509065](#), [PR522896](#), [PR536699](#), [PR551622](#), [PR566705](#), [PR579799](#), [PR592130](#), [PR606358](#), [PR707444](#), [PR718853](#) ppc 01Jul20]

	<b>Per week \$</b>
<b>Occupational health nurse—level 1</b>	
Pay point 1	1026.30
Pay point 2	1057.90
Pay point 3	1088.50
Pay point 4	1120.00
Pay point 5	1149.10
<b>Occupational health nurse—level 2</b>	
Pay point 1	1179.60

## Nurses Award 2010

	<b>Per week \$</b>
Pay point 2	1198.30
Pay point 3	1219.10
Pay point 4	1239.10
<b>Senior occupational health clinical nurse</b>	1239.10
<b>Occupational health nurse—level 3</b>	
Pay point 1	1279.00
Pay point 2	1302.50
Pay point 3	1325.00
Pay point 4 and thereafter	1348.80

### 15. Progression through pay points

[Varied by [PR988400](#), [PR994468](#) ppc 01Jan10]

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

### 16. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR994468](#), [PR998166](#), [PR509187](#), [PR523017](#), [PR531015](#), [PR536820](#), [PR551743](#), [PR566844](#), [PR579539](#), [PR592293](#), [PR606515](#), [PR704181](#), [PR707641](#), [PR719006](#)]

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

#### 16.1 Adjustment of expense related allowances

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

## Nurses Award 2010

[16.1(b) substituted by [PR994468](#) ppc 01Jan10]

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

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

### 16.2 Clothing and equipment

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

[16.2(b) varied by [PR531015](#) ppc 14Nov12]

- (b) Instead of the provision of such uniforms, the employer may pay such employee a uniform allowance at the rate of \$1.23 per shift or part thereof on duty or \$6.24 per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.32 per shift or part thereof on duty or \$1.49 per week, whichever is the lesser amount.

[16.2(c) substituted by [PR531015](#) ppc 14Nov12]

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

### 16.3 Meal allowances

[16.3(a) varied by [PR998166](#), [PR509187](#), [PR523017](#), [PR536820](#), [PR551743](#), [PR566844](#), [PR579539](#), [PR592293](#), [PR606515](#), [PR704181](#), [PR707641](#), [PR719006](#) ppc 01Jul20]

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance of \$13.56 in addition to any overtime payment as follows:

[16.3(a)(i) varied by [PR531015](#) ppc 14Nov12]

- (i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

## Nurses Award 2010

[16.3(a)(ii) varied by [PR523017](#), [PR536820](#), [PR551743](#), [PR566844](#), [PR579539](#), [PR592293](#), [PR606515](#), [PR704181](#), [PR707641](#), [PR719006](#) ppc 01Jul20]

- (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$12.23 will be paid.
- (b) Clause 16.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

### 16.4 On call allowance

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
  - (i) between rostered shifts or ordinary hours Monday to Friday inclusive—2.35% of the [standard rate](#);
  - (ii) between rostered shifts or ordinary hours on a Saturday—3.54% of the [standard rate](#); or
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work—4.13% of the [standard rate](#).
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

### 16.5 Travelling, transport and fares

[16.5(a) varied by [PR523017](#), [PR536820](#), [PR551743](#), [PR719006](#) ppc 01Jul20]

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.80 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 16.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

## 17. District allowances

[Varied by [PR994468](#); deleted by [PR561478](#) ppc 05Mar15]

## 18. Payment of wages

[Varied by [PR719898](#)]

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

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

### 18.3 Payment on termination of employment

[18.3 substituted by [PR719898](#) ppc 11Jun20]

- (a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
  - (i) the employee's wages owing for any complete or incomplete pay period up to the end of the day of termination; and
  - (ii) all other amounts that are due to the employee, including under this award and the [NES](#).
- (b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the [Act](#).

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

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

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

## 19. Accident pay

[Varied by [PR994468](#), [PR503643](#); deleted by [PR561478](#) ppc 05Mar15]

## 20. Superannuation

[Varied by [PR994468](#), [PR990528](#), [PR530241](#), [PR532393](#), [PR533379](#), [PR546003](#)]

### 20.1 Superannuation legislation

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

### 20.2 Employer contributions

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

### 20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.



## 20.4 Superannuation fund

[20.4 varied by [PR994468](#) from 01Jan10]

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) First State Super;
- (b) Health Industry Plan (HIP);
- (c) Health Employees Superannuation Trust of Australia (HESTA);

[20.4(d) deleted by [PR546003](#) ppc 01Jan14]

[20.4(e) substituted by [PR533379](#) ppc 22Jan13; renumbered as 20.4(d) by [PR546003](#) ppc 01Jan14]

- (d) Catholic Super (CSF);

[20.4(f) renumbered as 20.4(e) by [PR546003](#) ppc 01Jan14]

- (e) Mercy Super;

[20.4(g) renumbered as 20.4(f) by [PR546003](#) ppc 01Jan14]

- (f) Sunsuper;

[20.4(h) renumbered as 20.4(g) by [PR546003](#) ppc 01Jan14]

- (g) Tasplan;

[20.4(i) substituted by [PR530241](#) ppc 26Oct12; renumbered as 20.4(h) by [PR546003](#) ppc 01Jan14]

- (h) CareSuper;

[20.4(j) substituted by [PR532393](#) ppc 20Dec12; renumbered as 20.4(i) by [PR546003](#) ppc 01Jan14]

- (i) NGS Super;

[20.4(k) renumbered as 20.4(j) and varied by [PR546003](#) ppc 01Jan14]

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

[New 20.4(k) inserted by [PR546003](#) ppc 01Jan14]

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

## Part 5—Hours of Work and Related Matters

### 21. Ordinary hours of work

[Varied by [PR531015](#)]

[21 substituted by [PR995202](#) ppc 23Mar10]

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

**21.2** The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

**21.3** An accrued day off (ADO) system of work may be implemented via an employee working no more than 19 days in a four week period of 152 hours.

[21.4 substituted by [PR703715](#) ppc 09Jan19]

**21.4** Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle. Where practicable, such days off must be consecutive. For the purposes of this sub-clause, duty includes time an employee is on call.

[21.5 substituted by [PR531015](#) ppc 14Nov12]

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

### 22. Span of hours

[Varied by [PR994468](#)]

**22.1** The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.

[22.2 varied by [PR994468](#) ppc 01Jan10]

**22.2** A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 22.1.

### 23. Rest breaks between rostered work

[Varied by [PR531015](#)]

[23 substituted by [PR703715](#) ppc 09Jan19]

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

## Nurses Award 2010

- 23.2** By mutual agreement between the employer and employee, the ten hour rest break may be reduced to eight hours.
- 23.3** If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

### **24. Accumulation and taking of accrued days off (ADOs)**

[24.1 varied by [PR994468](#)]

- 24.1** Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 21—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 24.2** With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- 24.3** An employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

### **25. Rostering**

[Varied by [PR703715](#)]

- 25.1** Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 25.2** The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- 25.3** Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.

[25.4 substituted by [PR703715](#) ppc 09Jan19]

- 25.4** Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another employee is absent from work pursuant to clauses 33 – Ceremonial leave; 34 – Personal/carers' leave and compassionate leave and 36 – Leave to deal with Family and Domestic Violence, or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

## **26. Saturday and Sunday work**

[26 substituted by [PR995202](#)]

- 26.1** Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 26.2** Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

## **27. Breaks**

[Varied by [PR703715](#)]

### **27.1 Meal breaks**

[27.1 inserted by [PR703715](#) ppc 09Jan19]

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Such meal break will be taken between the fourth and the sixth hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

### **27.2 Tea breaks**

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

## 28. Overtime

[Varied by [PR995202](#), [PR585802](#), [PR703715](#); corrected by [PR705146](#); varied by [PR723938](#)]

### 28.1 Overtime penalty rates

[28.1(a) varied by [PR723938](#) ppc 20Nov20]

- (a) Hours worked by full-time, part-time and casual employees in excess of the ordinary hours on any day or shift prescribed in clause 21—Ordinary hours of work, are to be paid as follows:
  - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Sunday—double time; and
  - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 28.1(a) do not apply to Registered nurse levels 4 and 5.

[28.1(c) substituted by [PR995202](#) ppc 23Mar10]

- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 26—Saturday and Sunday work and clause 29—Shiftwork.
- (d) **Part-time employees**

All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 28.1(a).

### 28.2 Time off instead of payment for overtime

[28.2 substituted by [PR585802](#) ppc 14Dec16]

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

EXAMPLE: By making an agreement under clause 28.2 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
  - (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the employee and employer.

## Nurses Award 2010

- (d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 28.2 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 28.2 will apply for overtime that has been worked.

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

- (h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 28.2 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.2.

### **28.3 Rest period after overtime**

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

#### **28.4 Rest break during overtime**

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

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

[28.5 substituted by [PR703715](#) ppc 09Jan19]

- (a) An employee who is required to be on call and who is recalled to work at the workplace will be paid a minimum of three hours work at the appropriate overtime rate.
- (b) An employee who is required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours 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.

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

[28.6(a) substituted by [PR703715](#) ppc 09Jan19]

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

[28.6(b) substituted by [PR703715](#); corrected as new 28.6(b) by [PR705146](#) ppc 21Feb19]

- (b) An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours 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.

[28.6(b) corrected and renumbered as 28.6(c) by [PR705146](#) ppc 21Feb19]

- (c) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

[28.6(c) corrected and renumbered as 28.6(d) by [PR705146](#) ppc 21Feb19]

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

[28.6(d) corrected and renumbered as 28.6(e) by [PR705146](#) ppc 21Feb19]

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

## **29. Shiftwork**

### **29.1 Shift penalties**

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
  - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) **Night shift** means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 26—Saturday and Sunday work and clause 32—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

## **30. Higher duties**

**30.1** An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

**30.2** Higher duties allowance does not apply to Registered nurse levels 4 and 5.

## **30A. Requests for flexible working arrangements**

[30A inserted by [PR701434](#) ppc 01Dec18]

### **30A.1 Employee may request change in working arrangements**

Clause 30A applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).



Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

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

Note 3: Clause 30A is an addition to s.65.

### **30A.2 Responding to the request**

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

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

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

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

### **30A.3 What the written response must include if the employer refuses the request**

Clause 30A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 30A.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 30A.2, the written response under s.65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

### **30A.4 What the written response must include if a different change in working arrangements is agreed**

If the employer and the employee reached an agreement under clause 30A.2 on a change in working arrangements that differs from that initially requested by the

employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

### 30A.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 30A, can be dealt with under clause 9—Dispute resolution.

## Part 6—Leave and Public Holidays

### 31. Annual leave

[Varied by [PR583038](#), [PR588732](#)]

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

#### 31.1 Quantum of annual leave

[31.1 substituted by [PR996442](#) from 22Apr10]

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional weeks annual leave provided by the NES, a shiftworker is defined as an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 31.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 31.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

#### 31.2 Excessive leave accruals: general provision

[31.2 renamed and substituted by [PR588732](#) ppc 20Dec16]

Note: Clauses 31.2 to 31.4 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act.

- (a) An employee has an **excessive leave accrual** if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 31.1(b)).

## Nurses Award 2010

- (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 31.3 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 31.4 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

### **31.3 Excessive leave accruals: direction by employer that leave be taken**

[New 31.3 inserted by [PR588732](#) ppc 20Dec16]

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 31.2(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 31.2, 31.3 or 31.4 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 31.3(b)(i).

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

**31.4 Excessive leave accruals: request by employee for leave**

[New 31.4 inserted by [PR588732](#); substituted by [PR588732](#) ppc 20Dec17]

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 31.2(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 31.3(a) that, when any other paid annual leave arrangements (whether made under clause 31.2, 31.3 or 31.4 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 31.2, 31.3 or 31.4 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 31.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

**31.5 Payment for annual leave**

[31.3 renumbered as 31.5 by [PR588732](#) ppc 20Dec16]

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

**31.6 Electronic funds transfer (EFT) payment of annual leave**

[New 31.4 inserted by [PR583038](#) ppc 29Jul16; renumbered as 31.6 by [PR588732](#) ppc 20Dec16]

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

**31.7 Annual leave loading**

[31.4 renumbered as 31.5 by [PR583038](#); 31.5 renumbered as 31.7 by [PR588732](#) ppc 20Dec16]

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

**31.8 Payment of annual leave on termination**

[31.5 renumbered as 31.6 by [PR583038](#); 31.6 renumbered as 31.8 by [PR588732](#) ppc 20Dec16]

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

**31.9 Close down periods—medical practices**

[31.6 renumbered as 31.7 by [PR583038](#); 31.7 renumbered as 31.9 by [PR588732](#) ppc 20Dec16]

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

**31.10 Annual leave in advance**

[31.8 renamed and substituted by [PR583038](#) ppc 29Jul16; renumbered as 31.10 by [PR588732](#) ppc 20Dec16]

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

Note: An example of the type of agreement required by clause 31.10 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The employer must keep a copy of any agreement under clause 31.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 31.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### **31.11 Cashing out of annual leave**

[31.9 inserted by [PR583038](#) ppc 29Jul16; renumbered as 31.11 by [PR588732](#) ppc 20Dec16]

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 31.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 31.11.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 31.11 must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 31.11 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 31.11 as an employee record.

Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 31.11.

Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 31.11.

Note 3: An example of the type of agreement required by clause 31.11 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

## **32. Public holidays**

[32 substituted by [PR539905](#); varied by [PR712243](#)]

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

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

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- (b) Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to in clause 32.1.

### **32.2 Public holiday substitution**

[32.2 substituted by [PR712243](#) ppc 04Oct19]

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

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

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

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

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

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

- (a) In lieu of being paid double time under clause 32.1, where the employer and employee mutually agree in writing at the time the public holiday is worked, an employee may be paid their ordinary rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 32.5(a) shall be at the employee's ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 32.5(a) shall be by mutual agreement between the employer and employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 32.5(a) shall be paid out to the employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 32.5(a) shall not be considered annual or personal/carer's leave for any purpose.

[Note inserted by [PR712243](#) ppc 04Oct19]

NOTE: For provisions relating to part-day public holidays see Schedule C—Part-day Public Holidays.

### **33. Ceremonial leave**

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

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

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

### **35. Community service leave**

Community service leave is provided for in the NES.

### **36. Leave to deal with Family and Domestic Violence**

[36 inserted by [PR609351](#) ppc 01Aug18]

**36.1** This clause applies to all employees, including casuals.



### 36.2 Definitions

(a) In this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

*family member* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.

### 36.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### 36.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### **36.5 Service and continuity**

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### **36.6 Notice and evidence requirements**

#### **(a) Notice**

An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

#### **(b) Evidence**

An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### **36.7 Confidentiality**

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

### **36.8 Compliance**

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.

## Schedule A—Transitional Provisions

[Varied by [PR988400](#), [PR994468](#), [PR503643](#)]

### A.1 General

**A.1.1** The provisions of this schedule deal with minimum obligations only.

[A.1.2 substituted by [PR994468](#) ppc 01Jan10]

**A.1.2** The provisions of this schedule are to be applied:

- (a) when there is a difference, in money or percentage terms, between a provision in a relevant transitional minimum wage instrument (including the transitional default casual loading) or award-based transitional instrument on the one hand and an equivalent provision in this award on the other;
- (b) when a loading or penalty in a relevant transitional minimum wage instrument or award-based transitional instrument has no equivalent provision in this award;
- (c) when a loading or penalty in this award has no equivalent provision in a relevant transitional minimum wage instrument or award-based transitional instrument; or
- (d) when there is a loading or penalty in this award but there is no relevant transitional minimum wage instrument or award-based transitional instrument.

### A.2 Minimum wages – existing minimum wage lower

**A.2.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.2.1(b) substituted by [PR994468](#) ppc 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage lower than that in this award for any classification of employee.

**A.2.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;

- (b) a piecework rate; and
- (c) any applicable industry allowance.

**A.2.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.2.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.2.3 is referred to as the transitional amount.

**A.2.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award minus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.2.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review.

**A.2.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

**A.3 Minimum wages – existing minimum wage higher**

**A.3.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,

[A.3.1(b) substituted by [PR994468](#) ppc 01Jan10]

- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by a transitional minimum wage instrument and/or an award-based transitional instrument to pay a minimum wage higher than that in this award for any classification of employee.

**A.3.2** In this clause minimum wage includes:

- (a) a minimum wage for a junior employee, an employee to whom training arrangements apply and an employee with a disability;
- (b) a piecework rate; and

## Nurses Award 2010

(c) any applicable industry allowance.

**A.3.3** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the minimum wage in the relevant transitional minimum wage instrument and/or award-based transitional instrument for the classification concerned.

**A.3.4** The difference between the minimum wage for the classification in this award and the minimum wage in clause A.3.3 is referred to as the transitional amount.

**A.3.5** From the following dates the employer must pay no less than the minimum wage for the classification in this award plus the specified proportion of the transitional amount:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.3.6** The employer must apply any increase in minimum wages in this award resulting from an annual wage review. If the transitional amount is equal to or less than any increase in minimum wages resulting from the 2010 annual wage review the transitional amount is to be set off against the increase and the other provisions of this clause will not apply.

**A.3.7** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.4 Loadings and penalty rates**

For the purposes of this schedule loading or penalty means a:

- casual or part-time loading;
- Saturday, Sunday, public holiday, evening or other penalty;
- shift allowance/penalty.

### **A.5 Loadings and penalty rates – existing loading or penalty rate lower**

[A.5.1 substituted by [PR994468](#) ppc 01Jan10]

**A.5.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

## Nurses Award 2010

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a lower rate than the equivalent loading or penalty in this award for any classification of employee.

[A.5.2 substituted by [PR994468](#) ppc 01Jan10]

**A.5.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument for the classification concerned.

**A.5.3** The difference between the loading or penalty in this award and the rate in clause A.5.2 is referred to as the transitional percentage.

**A.5.4** From the following dates the employer must pay no less than the loading or penalty in this award minus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.5.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

## **A.6 Loadings and penalty rates – existing loading or penalty rate higher**

[A.6.1 substituted by [PR994468](#) ppc 01Jan10]

**A.6.1** The following transitional arrangements apply to an employer which, immediately prior to 1 January 2010:

- (a) was obliged,
- (b) but for the operation of an agreement-based transitional instrument or an enterprise agreement would have been obliged, or
- (c) if it had been an employer in the industry or of the occupations covered by this award would have been obliged

by the terms of a transitional minimum wage instrument or an award-based transitional instrument to pay a particular loading or penalty at a higher rate than the equivalent loading or penalty in this award, or to pay a particular loading or penalty and there is no equivalent loading or penalty in this award, for any classification of employee.

[A.6.2 substituted by [PR994468](#) ppc 01Jan10]

**A.6.2** Prior to the first full pay period on or after 1 July 2010 the employer must pay no less than the loading or penalty in the relevant transitional minimum wage instrument or award-based transitional instrument.

## Nurses Award 2010

[A.6.3 substituted by [PR994468](#) ppc 01Jan10]

**A.6.3** The difference between the loading or penalty in this award and the rate in clause A.6.2 is referred to as the transitional percentage. Where there is no equivalent loading or penalty in this award, the transitional percentage is the rate in A.6.2.

**A.6.4** From the following dates the employer must pay no less than the loading or penalty in this award plus the specified proportion of the transitional percentage:

**First full pay period on or after**

1 July 2010	80%
1 July 2011	60%
1 July 2012	40%
1 July 2013	20%

**A.6.5** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.7 Loadings and penalty rates – no existing loading or penalty rate**

[A.7.1 substituted by [PR994468](#) ppc 01Jan10]

**A.7.1** The following transitional arrangements apply to an employer not covered by clause A.5 or A.6 in relation to a particular loading or penalty in this award.

**A.7.2** Prior to the first full pay period on or after 1 July 2010 the employer need not pay the loading or penalty in this award.

[A.7.3 substituted by [PR994468](#) ppc 01Jan10]

**A.7.3** From the following dates the employer must pay no less than the following percentage of the loading or penalty in this award:

**First full pay period on or after**

1 July 2010	20%
1 July 2011	40%
1 July 2012	60%
1 July 2013	80%

**A.7.4** These provisions cease to operate from the beginning of the first full pay period on or after 1 July 2014.

### **A.8 Former Division 2B employers**

[A.8 inserted by [PR503643](#) ppc 01Jan11]

**A.8.1** This clause applies to an employer which, immediately prior to 1 January 2011, was covered by a Division 2B State award.

## Nurses Award 2010

- A.8.2** All of the terms of a Division 2B State award applying to a Division 2B employer are continued in effect until the end of the full pay period commencing before 1 February 2011.
- A.8.3** Subject to this clause, from the first full pay period commencing on or after 1 February 2011 a Division 2B employer must pay no less than the minimum wages, loadings and penalty rates which it would be required to pay under this Schedule if it had been a national system employer immediately prior to 1 January 2010.
- A.8.4** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was lower than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay more than the minimum wage, loading or penalty rate in this award.
- A.8.5** Despite clause A.8.3, where a minimum wage, loading or penalty rate in a Division 2B State award immediately prior to 1 February 2011 was higher than the corresponding minimum wage, loading or penalty rate in this award, nothing in this Schedule requires a Division 2B employer to pay less than the minimum wage, loading or penalty rate in this award.
- A.8.6** In relation to a Division 2B employer this Schedule commences to operate from the beginning of the first full pay period on or after 1 January 2011 and ceases to operate from the beginning of the first full pay period on or after 1 July 2014.



## Schedule B—Classification Definitions

[Varied by [PR988400](#), [PR507190](#), [PR531015](#), [PR531852](#)]

### B.1 Nursing assistant

[B.1 varied by [PR531015](#) ppc 14Nov12]

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

### B.2 Nursing care

[B.2 varied by [PR507190](#) ppc 01Jan10]

**Nursing care** means:

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

### B.3 Student enrolled nurse

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

### B.4 Enrolled nurses

#### B.4.1 Enrolled nurse—pay point 1

[B.4.1 varied by [PR531015](#) ppc 14Nov12]

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
  - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll

maintained by the Nursing and Midwifery Board of Australia or its successor; and

- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

**B.4.2 Enrolled nurse—pay point 2**

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

[B.4.2(b) varied by [PR531015](#) from 01Jul14; corrected by [PR531852](#) from 01Jul14]

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

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

(c) Skill indicators

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

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

**B.4.3 Enrolled nurse—pay point 3**

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

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

## Nurses Award 2010

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

### (c) Skill indicators

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

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

### B.4.4 Enrolled nurse—pay point 4

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

### (c) Skill indicators

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

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

**B.4.5 Enrolled nurse—pay point 5**

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

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

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

**B.5 Registered nurses**

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

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
  - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;

## Nurses Award 2010

- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

### **B.5.2 Registered nurse—level 2 (RN2)**

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

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

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

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

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

### **B.5.3 Registered nurse—level 3 (RN3)**

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

## Nurses Award 2010

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

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

- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

- (ii) Duties of a **Nurse manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;

## Nurses Award 2010

- initiation and evaluation of research related to staff and resource management;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
  - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
  - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a **Nurse educator** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
  - implementation and evaluation of staff education and development programs;
  - staff selection;
  - implementation and evaluation of patient or client education programs;
  - participating in policy development and implementation;
  - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
  - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

### B.5.4 Registered nurse—level 4 (RN4)

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

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

## Nurses Award 2010

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
- (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - provision of appropriate education programs, coordination and promotion of clinical research projects;
  - participating as a member of the nursing executive team;
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
  - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
  - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
  - being accountable for clinical operational planning and decision making for a specified span of control; and
  - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- (ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nursing management research projects;
  - participating as a member of the nursing executive team;
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;



## Nurses Award 2010

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

### **B.5.5 Registered nurse level 5—(RN5)**

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

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

## Nurses Award 2010

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

### **B.6 Occupational health nurses**

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

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

**B.6.1 Occupational health nurse—level 1**

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

**B.6.2 Occupational health clinical nurse—level 2**

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

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

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

- (b) The duties of an employee at this level may include, but are not necessarily confined to:
- the prevention of injury/illness;
  - rehabilitation; and
  - occupational hazard identification.

**B.6.3 Senior occupational health clinical nurse**

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

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

**B.6.4 Occupational health nurse consultant—level 3**

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

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

## **B.7 Nurse Practitioner**

[B.7 varied by [PR531015](#) ppc 14Nov12]

### **A Nurse practitioner:**

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

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

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

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

### **B.7.2 Scope of practice**

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

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

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

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

## Schedule C—Part-day Public Holidays

[Sched C inserted by [PR532630](#) ppc 23Nov12; renamed and varied by [PR544519](#) ppc 21Nov13; renamed and varied by [PR557581](#), [PR573679](#), [PR580863](#), [PR598110](#), [PR701683](#) ppc 21Nov18; varied by [PR712243](#), [PR715148](#)]

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

[C.1 varied by [PR715148](#) ppc 18Nov19]

**C.1** Where a part-day public holiday is declared or prescribed between 6.00 pm and midnight, or 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.

[C.1(b) varied by [PR715148](#) ppc 18Nov19]

(b) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.

[C.1(c) substituted by [PR715148](#) ppc 18Nov19]

(c) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday but as a result of being on annual leave does not work, they will be taken not to be on annual leave during the hours of the declared or prescribed part-day public holiday that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.

[C.1(d) varied by [PR715148](#) ppc 18Nov19]

(d) Where a part-time or full-time employee is usually rostered to work ordinary hours on the declared or prescribed part-day public holiday, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.

[C.1(e) varied by [PR715148](#) ppc 18Nov19]

(e) Excluding annualised salaried employees to whom clause C.1(f) applies, where an employee works any hours on the declared or prescribed part-day public holiday they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.

## Nurses Award 2010

[C.1(f) varied by [PR715148](#) ppc 18Nov19]

- (f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked on the declared or prescribed part-day public holiday.

[C.1(g) varied by [PR715148](#) ppc 18Nov19]

- (g) An employee not rostered to work on the declared or prescribed part-day public holiday, other than an employee who has exercised their right in accordance with clause C.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.

[C.2 inserted by [PR712243](#) ppc 04Oct19]

- C.2** An employer and employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

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

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

[Sched D inserted by [PR583038](#) ppc 29Jul16]

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

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

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

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

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

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

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

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

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

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

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

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

**I agree that:**

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

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

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

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

### Schedule E—Agreement to Cash Out Annual Leave

[Sched E inserted by [PR583038](#) ppc 29Jul16]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Schedule X—Additional Measures During the COVID-19 Pandemic

[Sched X inserted by [PR718141](#) ppc 08Apr20; varied by [PR720633](#); corrected by [PR720662](#); varied by [PR721438](#), [PR724065](#), [PR728136](#)]

[X.1 substituted by [PR720633](#); corrected by [PR720662](#); substituted by [PR728136](#) ppc 26Mar21]

**X.1** Subject to clause X.2.1(d) and X.2.2(c), Schedule X operates from 8 April 2020 until 31 December 2021. The period of operation can be extended on application.

**X.2** During the operation of Schedule X, the following provisions apply:

### **X.2.1 Unpaid pandemic leave**

- (a) Subject to clauses X.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b) The employee must give their employer notice of the taking of leave under clause X.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c) An employee who has given their employer notice of taking leave under clause X.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause X.2.1(a).

[X.2.1(d) varied by [PR720633](#), [PR721438](#), [PR724065](#), [PR728136](#) ppc 26Mar21]

- (d) A period of leave under clause X.2.1(a) must start before 31 December 2021, but may end after that date.
- (e) Leave taken under clause X.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the [NES](#).

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **X.2.2 Annual leave at half pay**

- (a) Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b) Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.

## Nurses Award 2010

[X.2.2(c) varied by [PR720633](#), [PR721438](#), [PR724065](#), [PR728136](#) ppc 26Mar21]

- (c) A period of leave under clause X.2.2(a) must start before 31 December 2021, but may end after that date.

EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this award); and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the [Act](#).

NOTE 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

[Schedule Y—Industry Specific Measures During the COVID-19 Pandemic deleted by [PR728137](#) ppc 26Mar21]