



NURSES OTHER THAN IN HOSPITALS & C. (STATE) AWARD

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1. DEFINITIONS

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

- (i) **"Board"** means the Nurses' Registration Board of New South Wales, appointed under the provisions of the Nurses' Act 1991.
- (ii) **"Association"** means the New South Wales Nurses' Association.
- (iii) **"Day Worker"** For the purposes of this Award, a day worker shall mean a person engaged to work day work Monday to Friday inclusive.
- (iv) **"Registered Nurse"** means a person registered by the Board as a general nurse.
- (v) An **"Enrolled Nurse"** means a person enrolled by the Board as such.
- (vi) **"Infant's Nurse"** means a person registered by the Board as an Infant's nurse.
- (vii) **"Mothercraft Nurse"** means a person enrolled by the Board as an Enrolled Nurse (Mothercraft).
- (viii) **"Assistant in Nursing"** means a person, other than a Registered Nurse, Enrolled Nurse, Infant's Nurse, or a Mothercraft Nurse, who is principally employed in nursing duties.
- (ix) **"Service"**, for the purpose of clause 4, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a Registered Nurse, Mothercraft Nurse, Infants' Nurse, Enrolled Nurse or Assistant in Nursing, as the case may be.
- (x) **"Shift worker"** means a person who is not a day worker as defined.

2. HOURS OF WORK

- (i) Ordinary hours of work shall be an average of 38 per week.

- (ii) The arrangement of the 38-hour week may be any one of the following:
- (a) By employees working less than 8 ordinary hours each day; or
 - (b) By employee working less than 8 ordinary hours on one or more days each week; or
 - (c) By fixing one weekday on which all employees will be off during a particular work cycle; or
 - (d) By rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
 - (e) Circumstances may arise where different method of implementation of a 38-hour week apply to various groups or sections of employees in the plant or establishment concerned.

Notwithstanding any other provision of this award, the employer and the majority of employees concerned may agree that the ordinary hours may exceed 8 hours per day, thus enabling time off to be taken more frequently than would otherwise apply.

- (iii) The arrangement of the 38-hour week may be varied by agreement between the employer and the employee(s) concerned.
- (iv) Where agreement cannot be reached the Grievance and Disputes Settling Procedure, as set out in clause 21 shall apply.
- (v) Day Workers

The ordinary hours of work for day workers shall not exceed 38 hours per week to be worked between the hours of 7.00 am and 7.00 pm in five days of not more than eight hours, Monday to Friday, inclusive and shall be consecutive except for breaks for meals.

- (vi) Shift Workers

The ordinary hours of shift workers shall not exceed:

- (a) 38 hours per week; or
- (b) 76 hours per fortnight; or

- (c) 114 hours in twenty one consecutive days; or
- (d) 152 hours in twenty-eight consecutive days;
- (e) Except at regular change over of shifts an employee shall not be required to work more than one shift in each twenty-four hours without payment of overtime as prescribed in clause 7 Overtime of this award.
- (f) The ordinary hours of shift workers shall be worked continuously except for meal breaks.

(vii) Shift allowances:

- (a) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided that part time workers shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Afternoon shift commencing at 10.00 am and before 1.00 pm	10%
Afternoon shift commencing at 1.00 pm and before 4.00 pm	12.5%
Night shift commencing at 4.00 pm and before 4.00 am	15%
Night shift commencing at 4.00 am and before 6.00 am	10%

- (b) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee is a part time or casual employee.
- (c) For the purposes of this clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift, which commences at or after 6.00, am and before 10.00 am.

"Afternoon shift" means a shift, which commences at or after 10.00am and before 4.00pm.

"Night shift" means a shift which commences at or after 4.00pm and before 6.00am on the day following.

(vii) Notice of days off:

Except as provided in (ix) and (x) hereof, in cases where by virtue of the arrangement of his/her ordinary hours, an employee, in accordance with paragraph (c) and (d) of subclause (ii), is entitled to a day off during his/her work cycle, such employee shall be advised by the employer at least four weeks in advance of the weekday he/she is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the workplace or section or sections concerned.

(ix) Substitute days:

(a) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs (c) and (d) of subclause (ii) for another day in the case of a breakdown in machinery or failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

(b) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.

(x) Flexibility in relation to rostered days off

Notwithstanding any other provisions in this clause, where the hours of work of an establishment, plant or section are organised in accordance with paragraphs (c) and (d) of subclause (ii) an employer, the union or unions concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

(xi) It is a condition of this award that no employee employed on or before 24th September, 1992 shall suffer any loss of earnings as a result of the extension of ordinary hours from 8.00 am - 6.00 pm to 7.00 am - 7.00pm.

3. MEAL HOURS AND MEAL ALLOWANCES

- (i) No employee shall be required to work for more than five hours without a break for a meal of not less than 30 minutes and not more than one hour.
- (ii) One interval of ten minutes (in addition to meal breaks) shall be allowed to each employee on duty for light refreshments each morning, afternoon and night shift. Such interval shall be paid for as such.
- (iii) An employee required to curtail the time prescribed herein for a meal break shall be paid at the rate of time and a half for all such curtailed periods.
- (iv) An employee required to work overtime for more than one and a half hours after his/her usual ceasing time of duty shall be supplied with a meal, free of cost, or shall be paid the amount set out in Part B.

4. SALARIES

- (i) The minimum rates of pay to be paid to employees are set out in Part B.
- (ii) The commencing rate of salary payable to a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this award as a "UG1 Qualification") shall be paid at the rate prescribed for the second year of service; and provided further that a registered nurse who has obtained the said qualification shall, on completion of the incremental scale (see Table 1) be entitled to proceed in the next year of service to the rate prescribed for such qualification in this award.
- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case – May 2001. These adjustments may be offset against:
 - (a) Any equivalent overaward payments; and/or
 - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

5. PART-TIME AND CASUAL EMPLOYEES

PART I — Permanent Part-time Employees

- (i) A permanent part-time employee is one who is permanently appointed by an employer to work a specified number of hours, which are less than those, prescribed for a full-time employee.
- (ii) Subject to Part III of this clause employees engaged under Part I of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 4, Salaries, with a minimum payment of 2 hours for each start, and one thirty- eighth of the appropriate allowances prescribed by clause 17, Uniform and Laundry Allowance, but shall not be entitled to an additional day off or part thereof as prescribed by paragraph (c) of subclause (ii) of clause 2, Hours of Work.
- (iii) The provisions of clause 10, Annual Leave, and clause 11, Annual Leave Loading, shall apply to employees engaged under Part I of this clause, upon the same ratio as the number of hours worked in each week bears to 38.
- (iv) In Part I of this clause ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly hours worked over the 12 months qualifying period.
- (v) Employees engaged under Part I of this clause shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

PART II — Casual Employees

- (i) A casual employee means an employee who is engaged and paid by the hour.
- (ii) A casual employee working ordinary hours shall be paid by the hourly rate ascertained by dividing the weekly rate by 38 plus 10 per cent except for Saturdays, Sundays and Public Holidays when the hourly rate will be ascertained by dividing the weekly rate by 38.
- (iii) A casual employee shall be entitled to the same benefits as to hours, overtime, shift penalties and Saturday, Sunday and public holiday rates of pay as a weekly employee. Provided that a casual employee shall be entitled to a minimum payment as for three hours at the appropriate rate in respect of each start.

- (iv) A casual employee shall be entitled to a minimum payment as for three hours at the appropriate rate in respect of each start and shall be reimbursed all fares actually and reasonably incurred by him/her in travelling to and from work provided that fares shall only be reimbursed for employees who were receiving such reimbursement before 23rd November 1989.
- (v) No casual employee shall suffer a loss of earnings as a result of changes to this Part made in Matter No's 1327 of 1991 and 1328 of 1991 in decision of Maidment J made on 24th September, 1992.

PART III — Savings Provision

- (i) Employees engaged as part-time employees as at 23 November 1989, shall be entitled to exercise the option of receiving the benefits of employment specified in Part I of this clause or in lieu thereof the following:
 - (a) A part-time employee means an employee who is employed to work not more than 38 hours per week.
 - (b) A part-time employee shall be paid at the hourly rate ascertained by dividing by 38 the weekly rate prescribed by this Award plus 5 per cent. Those employees previously covered by the Trained Nurses, Medical &c., (State) Award shall be paid the hourly rate plus 15%.
 - (c) A part-time employee shall be entitled to pro-rata sick leave in accordance with clause 13, Sick Leave, in the same proportion that his/her ordinary hours of work bear to 38.
- (ii)
 - (a) In accordance with the decision of Maidment J on 24th September, 1992 all employees employed under Part III (i) shall be employed as Permanent Part-time Employees under Part I of this clause.
 - (b) For such employees the specified number of hours under subclause (i) of Part I of this clause shall be determined by agreement between the employee and the employer. Provided that if no agreement is reached the provisions of clause 21 Grievance and Dispute Settlement Procedure shall be followed in order to determine the specified number of hours of work for the employee.
 - (c) No employee shall suffer a reduction in earnings as a consequence of becoming a permanent part-time employee through operation of this subclause.

6. ON CALL

- (i) An employee who is required to remain on close call, that is, on call for duty and not allowed to leave his/her employer's premises during any meal break which is not paid for as time worked, shall be paid an additional sum as set in Part B for each meal during which the employee is on call.
- (ii) A person who is required by the employer to be on call (that is on call for duty but not required to remain at the employer's premises) shall be paid an on call allowance as set in Part B for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

7. OVERTIME

(i) Day Workers

Except as prescribed in subclause (v) of this clause, all time worked by day workers in excess of 38 hours per week or before the ordinary commencing time or after the ordinary ceasing time shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.

(ii) Shift Workers

Except as prescribed in subclause (ii) of clause 2 Hours of Work, and except as prescribed in subclause (v) of this clause all time worked by shift workers:

- (a) In excess of 38 hours per week in the case of an employee whose ordinary hours of work are balanced over one week; or
- (b) In excess of 76 hours per fortnight in the case of an employee whose ordinary hours or work are balanced over a two week period; or
- (c) In excess of 114 hours in twenty one consecutive days in the case of an employee whose ordinary hours of work are balanced over a three week period; or
- (d) In excess of 152 hours in twenty eight consecutive days in the case of an employee whose ordinary hours of work are balanced over a four week period; or
- (e) Before the usual starting time or after the usual finishing time;

Shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (iii) For the purpose of calculating overtime each day or shift shall stand-alone.
- (iv) Employees shall work reasonable overtime when so required by the employer.
- (v) Time Off in Lieu

Where an employee performs duty on overtime the employee may at his/her request and with the agreement of the employer subsequently be released from duty in ordinary hours subject to the following conditions:

- (a) The agreement shall be in writing and be kept with the time and wages records;
- (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime shall be paid for at ordinary rates of pay. All other overtime worked and in respect of which time off is not taken shall be paid for at the appropriate overtime rate otherwise provided in this award;
- (c) Where an employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off shall be without pay and shall equate to the relevant period/s of overtime worked;
- (d) Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;
- (e) Payment for any period/s of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
- (f) An employee may not accumulate more than 20 hours of equivalent time off which shall be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto shall be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.
- (g) Any periods of "time off without pay" in accordance with this subclause shall have no effect on clause 10, Annual Leave, clause 13, Sick Leave, clause 12, Long Service Leave and

clause 2, Hours of Work in respect to accumulation of RDO's.

(vi) Permanent Part-time

All time worked by employees employed pursuant to Part 1 of clause 5, Part-time and Casual Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees in the section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees in that section shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

8. SATURDAY, SUNDAY AND HOLIDAY RATES OF PAY

(i) Day Workers

- (a) For all time worked on Saturdays, Sundays and public holidays, day workers shall be paid at the following rates:

Saturdays — time and one half for the first two hours and double time thereafter.

Sundays — double time.

Holidays — double time and one half.

Such double time or double time and a half to continue until relieved from duty.

- (b) Day workers who work on a Sunday or a public holiday and (except for meal breaks) continue work immediately thereafter shall, on being relieved from duty, be entitled to be absent until they have had eight consecutive hours off duty, without deduction of pay, for ordinary time of duty occurring during such absence.

(ii) Shift Workers

- (a) Except as provided for in paragraph (b), of this subclause, employees engaged on shift work shall be paid at the rate applicable to the majority of the employees in the establishment in which they are employed for all work performed on Saturdays, Sundays and holidays.

- (b) Employees other than those provided for in paragraph (a), of this subclause, who are required to work on Saturdays, Sundays or public holidays as part of their ordinary hours of work for the week shall be paid for such time worked on Saturdays at the rate of time and a quarter, and on Sundays at the rate of time and a half and on public holidays at the rate of double time and a half. This payment shall be in lieu of any percentage addition by reason of the fact that an employee is a casual employee.
 - (c) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift allowance prescribed in subclause (vii), of clause 2, Hours of Work.
 - (d) Where shifts commence between 11.00 pm and midnight on a Sunday or public holiday the time so worked before midnight shall not entitle the employee to the Sunday or public holiday rate.
- (iii) Employees required to work on Saturdays, Sundays or public holidays shall be paid for a minimum of three hours' work.

9. HOLIDAYS

- (i) Employees shall be entitled to the following public holidays without loss of pay:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac Day
Queen's Birthday	Labour Day
Christmas Day	Boxing Day

Or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with all proclaimed public holidays throughout the State.

- (ii) To the holidays specified in this clause there shall be added one other day to be observed as a holiday, which in the absence of an agreement between the Association and an employer to the contrary, shall be observed on August Bank Holiday.

- (iii) Every employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary hours that the employee would have worked had the day not been a holiday.

Provided that any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holiday or holidays as if the employee's roster had not been changed.

10. ANNUAL LEAVE

- (i) Annual Leave at the rates of pay prescribed by subclause (v) of this clause and Clause 11, Annual Leave Loading, shall be granted on completion of twelve months' service as follows:
 - (a) Employees whose normal working hours occur between 7.00 am and 7.00 pm daily and do not include work on Saturdays and Sundays - 28 consecutive days.
 - (b) In addition to the periods specified in paragraph (a) of this subclause one day shall be added to the period of leave for each public holiday prescribed by Clause 9, Holidays, which occurs during the period of annual leave.
- (ii) Such annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued.
- (iii) Nothing in this clause shall prevent an employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of twelve months in respect of which annual leave was taken before it accrued.
- (iv) The employer shall give each employee, where practicable, at least three months' notice of the date upon which he/she shall enter upon his/her annual leave. In any event such notice shall not be less than 28 days.
- (v) Each employee, before going on leave, shall be paid for the period of leave at the ordinary rate of salary to which he/she is entitled under his/her contract of employment.

- (vi) Except as provided for in subclause (vii) of this clause, payment shall not be made nor accepted in lieu of annual leave.
- (vii) When the employment of an employee is terminated, he/she shall be entitled to receive a proportionate payment for all service for which no annual leave has been granted at the time rate of pay, as fixed under his/her contract of employment. The pro-rata annual leave payments shall be equal to one-twelfth of such ordinary pay for that period of employment.
- (viii) An employee shall be eligible for annual leave when twelve months, less the period of annual leave, has elapsed since the date on which his/her last annual leave would have begun if taken immediately it had become due or, if he/she had not previously had annual leave, since he/she commenced employment.
- (ix) In addition to the leave prescribed by subclause (i) of this clause employees who are rostered to work their ordinary hours on Sundays and/or holidays shall be entitled to receive additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or holidays during a qualifying period of employment for annual leave purposes	Additional payment
4 - 10	One-fifth of one week's ordinary salary
11 - 17	Two-fifths of one week's ordinary salary
18 - 24	Three-fifths of one week's ordinary salary
25 - 31	Four-fifths of one week's ordinary salary
32 or more	One week's ordinary salary

The additional payment shall be made at the time the employee proceeds on annual leave, provided that where the employment of an employee is terminated the employee shall be entitled to be paid the additional payment that may have occurred under this paragraph in addition to the proportionate payment prescribed by subclause (vii) of this clause.

11. ANNUAL LEAVE LOADING

- (i) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee in accordance with subclause (i) of clause 10, Annual Leave.
- (ii) The loading is to be calculated at the rate of 17.5% of the appropriate ordinary weekly time rate prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday.
- (iii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance in accordance with subclause (iii) of the said clause 10, provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the said clause 10, to annual leave, the loading then becomes payable in respect of the period of such holiday and is calculated in accordance with subclause (ii) of this clause applying to the award rates of wages payable on that day.

12. LONG SERVICE LEAVE

See Long Service Leave Act, 1955.

13. SICK LEAVE

- (i) Subject as hereinafter provided an employee shall be entitled to sick leave on full pay not exceeding in the aggregate (40) hours of working time in the first year of service and sixty four hours of working time in the second and subsequent years of service.
- (ii) An employee shall not be entitled to sick leave until after three months' continuous service.
- (iii) An employee shall, within 24 hours of the commencement of absence, inform the employer of his/her inability to attend for duty and, as far as possible, state the nature of the illness or incapacity and the estimated duration of the absence.
- (iv) An employee shall prove to the satisfaction of the employer (or in the event of a dispute to the Industrial Relations Commission) that he/she is or was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

- (v) The rights under this clause shall accumulate from year to year so long as his/her employment continues with the employer so that any part of 40 hours or 64 hours which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (vi) For the purpose of this clause a year means a year of employment.
- (vii) Service before the coming into force of this award shall be counted as service for the purpose of qualifying hereunder.
- (viii) Sickness On Day Off

Where an employee is sick or injured on the weekday she or he is to take off in accordance with paragraphs (c) or (d) of subclause (ii) of clause 2, Hours of Work, that employee shall not be entitled to sick pay, neither shall her/his sick pay entitlement be reduced as a result of her/his sickness or injury that day.

- (ix) Part Day Absences

In the case of employees whose hours of work are fixed in accordance with paragraphs (c) or (d) of subclause (ii) of clause 2, Hours of Work, sick pay entitlements for part-day absences shall be calculated on a proportionate basis as follows:

Duration of Sick Leave Absence divided by Ordinary hours X
Appropriate Weekly Rate divided by 5

In the case of employees whose hours of work are fixed in accordance with paragraphs (a) or (b) of subclause (ii) of clause 2 Hours of Work. Sick pay entitlements for part-day absences shall be calculated on a proportionate basis as follows:

Duration of Sick Leave Absence X Appropriate Weekly Rate
divided by 38

14. STATE PERSONAL/CARER'S LEAVE CASE — AUGUST 1996

- (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in

subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (a) A spouse of the employee; or
 - (b) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) A relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (1) **“Relative”** means a person related by blood, marriage or affinity;

- (2) **“Affinity”** means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) **“Household”** means a family group living in the same domestic dwelling.
 - (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (v) of clause 7, Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or

times agreed with the employer within 12 months of the said election.

- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(5) Make-up Time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

(6) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility,

and providing a reasonable opportunity for the union(s) to participate in negotiations.

15. TERMINATION OF EMPLOYMENT

- (i) Except in cases of misconduct the employment shall be terminated by not less than two week's notice on either side or by the payment or forfeiture of two week's pay in lieu of such notice. Where notice of termination is given on or after 30 June 1993 the period of notice is not less than one week on either side or by payment or forfeiture of one week's pay in lieu of such notice.
- (ii) Upon the termination of the services of an employee the employer shall furnish him/her with a written statement, duly signed by the employer, setting out the nature and period of his/her employment.

16. PAYMENT OF SALARY

- (i) All salaries and other payments due to the employee shall be paid weekly or fortnightly provided that the payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer; provided further that upon the termination of the employment of an employee by the employer, or by the employee upon notice of accordance with clause 15, Termination of Employment, all salaries and other payments due to such employee shall be paid not later than one working day after such termination. Provided further that salaries may be paid monthly by agreement between the employer and employee.
- (ii) All salaries and other payments due to a casual employee shall be paid at the completion of each engagement.
- (iii) Where practicable an employee rostered off duty on payday shall be paid the salary and other payments due to the employee on the last day on which the employee is on duty prior to payday.
- (iv) An employer may pay an employee's salary into one account with a bank or other financial institution in New South Wales as nominated by the employee; provided that if salaries are so paid then those salaries shall be deposited by employers in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day; and provided further that

this requirement shall not apply where employees nominate accounts with non-bank financial institutions but in such cases employers shall take all responsible steps to ensure that the wages of such employees are available for withdrawal no later than pay day.

17. UNIFORM AND LAUNDRY ALLOWANCE

- (i) Where an employee is permitted and/or required to wear a uniform such uniform shall be provided by the employer. In lieu of providing a uniform an employer may elect to pay the amounts set out in Part B for uniforms and stockings. Such payment to be paid weekly. No payment shall be made during the period of annual leave.
- (ii) Where uniforms are not laundered at the employer's expense the amount set out in Part B shall be paid to the employee each week.
- (iii) Uniforms for the purpose of this clause, shall mean sufficient, suitable and serviceable uniforms and shall include slack suits.
- (iv) Where the employer requires any employee to wear headwear, the employer shall provide headwear free of charge to an employee.

18. VEHICLE ALLOWANCE

- (i) An employee who is required by his/her employer to provide a car for the performance of his/her duties shall be paid the appropriate car allowance for the horsepower of the car he/she provides as set out in Part B. A part-time employee shall be paid such allowance on a pro-rata basis of the ratio of hours worked by the employee to full-time hours per week.
- (ii) The standing charge prescribed by subclause (i) of this clause shall be paid to the employee for all periods of paid leave of 5 days or less duration.
- (iii)
 - (a) A casual employee who is required by his/her employer to provide a car for the performance of his/her duties shall be paid the rate as set out in Part B.
 - (b) An employee who is not required to provide a car for the performance of his/her duties shall be paid the rate as set out in Part B when he/she uses their own vehicle on the employer's business.

19. RIGHT OF ENTRY

See Section 296-298 of the Industrial Relations Act, 1996.

20. BEREAVEMENT LEAVE

- (i) An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, on each occasion of the death of a person in Australia as prescribed in subclause (ii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect of a death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 14, State Personal/Carer's Leave Case — August 1996, provided that, for the purpose of bereavement leave, the person need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 14. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

21. GRIEVANCE AND DISPUTE SETTLING PROCEDURE

Subject to the Industrial Relations Act 1996 grievances or disputes shall be dealt with in the following manner.

- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).

- (ii) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists) no later than three working days after (i) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (iii) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.
- (iv) While a procedure is being followed, normal work must continue.
- (v) The employer may be represented by an industrial organization of employers and the employee(s) may be represented by an organization of employees for the purposes of each step of the procedure.

22. ANTI-DISCRIMINATION

It is the intention of the parties bound by this award to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It follows that in fulfilling their obligations under the dispute resolution procedure by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- Any conduct or act which is specifically exempted from anti-discrimination legislation;
- Offering or providing junior rates of pay to persons under 21 years of age;

- Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES:

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the Anti-Discrimination Act 1977 provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

23. LABOUR FLEXIBILITY

- (i) For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of their skills and competence.
- (ii) Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, employees shall perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- (iv) Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.
- (v) Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.

- (vi) Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- (vii) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between employer and employees has taken place.

24. NO EXTRA CLAIMS

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case — 29th May 1991 Matter No 346 of 1991) that the Association undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

25. CONSULTATIVE MECHANISM

Enterprises shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

26. AREA INCIDENCE AND DURATION

- (i) This award rescinds and replaces the Nurses, &c., Other Than In Hospitals, &c., (State) Award, published 15 October 1993 (276 I.G. 1108) and all variations thereof.
- (ii)
 - (a) It shall apply to registered nurses, enrolled nurses and assistants in nursing and all persons in the industry and calling of nurses employed in the State of New South Wales excluding the County of Yancowinna within the jurisdiction of the Trained Nurses, &c., Other Than In Hospitals &c., (State) Industrial Committee or any committee replacing the said committee under the Industrial Relations Act 1996 except persons covered by the following awards or industrial agreements as varied or rescinded and replaced from time to time:
 - (b) It shall also apply to registered nurses, enrolled nurses and assistants in nursing and all persons in the industry and calling of nursing employed in day procedure centres as

defined by the Private Hospitals and Day Procedure Centres Act 1988

Occupational Health Nurses (State) Award as made by Kavanagh, J in IRC 2470 of 2000 on 27 July 2000.

Nurses, Non-Government Schools (State) Award published 26 June 1992.

- (ii) The provisions of this award shall be effective on and from 12 October 2000 and shall remain in force for a period of 12 months thereafter.

TRAINED NURSES, &C., OTHER THAN IN HOSPITALS, &C., (STATE) INDUSTRIAL COMMITTEE

Industries and Callings

Registered and enrolled nurses, assistants in nursing, and all persons employed as nurses in the industry and calling of nursing.

excepting employees of the Crown;

and excepting employees within the jurisdiction of the following Industrial Committees:

Iron and Steel Works Employees Australian Iron and Steel Proprietary Limited);
Nurses Air Ambulance (State);
Public Hospital Nurses (State);
Private Hospital, Day Procedure Centre, Nursing Homes, &c., Nurses (State);
Municipal and Shire Councils (Nurses);
Australian Wire Industries Pty Ltd — Sydney Wiremill;
Tubemakers of Australia Limited, Newcastle;
County Councils (Electricity Undertakings) Employees;

and excepting also persons employed by:

The Council of the City of Sydney;
The Council of the City of Newcastle;
Sydney Electricity;
Electricity Commission of New South Wales, trading as Pacific Power;
State Rail Authority of New South Wales;
State Transit Authority of New South Wales;
Roads and Traffic Authority of New South Wales;
Water Board;

The Hunter District Water Board;
The Maritime Services Board of New South Wales;

The Australian Gas Light Company;
Electrolytic Refining and Smelting Company of Australia Proprietary Limited,
metal Manufactures Limited, Australian Fertilizers Limited, and Austral
Standard Cables Proprietary Limited, in and about the works of the said
companies at Port Kembla, and employees within the jurisdiction of the
Smelting and Fertilizer Manufacturing (Sulphide Corporation Pty Limited and
Green leaf Fertilizers Limited) Industrial Committee.