

[AM2016/31](#) *Nurses Award 2010 – summary of claims*

Summary of issue	Current award clause (or exposure draft)	Submissions filed	Who opposes the claim
<b>Australian Nursing and Midwifery Federation</b>			
<p><b>In charge allowance</b></p> <p>The ANMF proposes the introduction of an in-charge allowance for registered nurses.</p>	<p>New clause in the following terms:</p> <p><b>16.6 In charge allowance</b></p> <p>(a) A registered nurse who is designated to be in charge of a facility during the day, evening or night shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out as follows:</p> <p style="padding-left: 40px;">(i) in charge of facility of less than 100 beds – 2.75% of standard rate</p> <p style="padding-left: 40px;">(ii) in charge of facility, 100 beds or more – 4.44% of standard rate</p> <p style="padding-left: 40px;">(iii) in charge of a section of a facility – 2.75% of standard rate</p> <p>(b) This clause shall not apply to registered nurses holding classified positions of a higher grade than registered nurse – level 2.</p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b>            Felicity Ball            Susan Fletcher            Sonia Le Compte            Sherrelle Fox            Professor Drew Dawson            Dr Jessica Paterson            Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 4-7 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 4-14)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 20-148)</p> <p>Opposed by ABI (<a href="#">see sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 7-17)</p>

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<p><b>Leading hand allowance</b></p> <p>Proposes the introduction of a leading hand allowance for enrolled nurses and nursing assistants.</p>	<p>New clause in the following terms:</p> <p><b>16.7 Leading hand allowance</b></p> <p>(a) A leading hand is an enrolled nurse or nursing assistant who is placed in charge of not less than two other employees of the classification of enrolled nurse or nursing assistant.</p> <p>(b) A leading hand will be paid a weekly allowance of the amount specified in the following scale:</p> <table data-bbox="618 785 1218 938"> <thead> <tr> <th>Leading hand in charge of:</th> <th>% of standard rate</th> </tr> </thead> <tbody> <tr> <td>2-5 other employees</td> <td>2.67</td> </tr> <tr> <td>6-10 other employees</td> <td>3.81</td> </tr> <tr> <td>11-15 other employees</td> <td>4.81</td> </tr> <tr> <td>16 or more other employees</td> <td>5.88</td> </tr> </tbody> </table> <p>(c) This allowance will be part of salary for all purposes of this award.</p> <p>(d) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.</p>	Leading hand in charge of:	% of standard rate	2-5 other employees	2.67	6-10 other employees	3.81	11-15 other employees	4.81	16 or more other employees	5.88	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b>  Felicity Ball  Susan Fletcher  Sonia Le Compte  Sherrelle Fox  Professor Drew Dawson  Dr Jessica Paterson  Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 4-7 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 4-14)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 20-148)</p> <p>Opposed by ABI (<a href="#">see sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 18 – 22)</p>
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<p><b>Telephone and other remote recall</b></p> <p>ANMF proposes to vary these clauses</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>28.5 Recall to work when on call</b></p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b></p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 8-16 and witness statement of Maria</p>										

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<p>to confirm that they apply to situations where nurses are recalled to perform work remotely, for example via telephone.</p>	<p>(a) An employee, who is required to be on call and who is recalled to work, will be paid or a minimum of three hours work at the appropriate overtime rate. <b>To avoid doubt, this includes any occasion where the work can be managed without the employee having to return to the workplace, such as by telephone.</b></p> <p><b>28.6 Recall to work when not on call</b></p> <p>(a) An employee who is not required to be on call and who is recalled to work after leaving the employer’s premises will be paid for a minimum of three hours work at the appropriate overtime rate. <b>To avoid doubt, this includes any occasion where the work can be managed without the employee having to return to the workplace, such as by telephone.</b></p>	<p>Felicity Ball Susan Fletcher Sonia Le Compte Sherrelle Fox Professor Drew Dawson Dr Jessica Paterson Cherise Nicole Matthews</p>	<p>McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 15-16)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 149-201)</p> <p>Opposed by ABI (see <a href="#">sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 23-26)</p>
<p><b>Excessive on call and additional annual leave</b></p> <p>The ANMF is also proposing additional amendments to ensure suitable award conditions for nurses and midwives placed on call, i.e. whether they are recalled to perform duties or not.</p> <p>The ANMF proposal would provide for the accrual of additional annual</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>16.4 On call allowance</b></p> <p>(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:</p> <p>(i) between rostered shifts or ordinary hours Monday to Friday inclusive–2.35% of the standard rate;</p> <p>(ii) between rostered shifts or ordinary</p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b></p> <p>Felicity Ball Susan Fletcher Sonia Le Compte Sherrelle Fox Professor Drew Dawson Dr Jessica Paterson Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 17-20 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 17-18)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 202-253)</p>

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<p>leave when a particular amount of on-call duty is performed. The amount of additional annual leave would be accrued on a sliding scale based on the amount of on call work performed in a particular period.</p>	<p>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.</p> <p>(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.</p> <p>(c) Employees shall accrue up to an additional 5 days of annual leave if they are placed on call for 50 or more times in anyone year, according to the following:</p> <p style="padding-left: 40px;">Placed on call for 10 or more times in any one year – 1 day additional annual leave</p> <p style="padding-left: 40px;">Placed on call for 20 or more times in any one year – 2 days additional annual leave</p> <p style="padding-left: 40px;">Placed on call for 30 or more times in any one year – 3 days additional annual leave</p> <p style="padding-left: 40px;">Placed on call for 40 or more times in any one year – 4 days additional annual leave</p> <p style="padding-left: 40px;">Placed on call for 50 or more times in any one year – 5 days additional annual leave</p> <p>This leave is paid at ordinary rates and is exclusive of leave loading.</p>		<p>Opposed by ABI (see <a href="#">sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 27-28)</p>

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<p><b>Free from duty and on-call</b></p> <p>The ANMF proposes to make clear that the existing clause 21.4, which requires an employee to be free from duty for specified periods, includes periods when an employee is on call</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>21.4</b> 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. <b>For the purposes of this sub-clause, duty includes time an employee is on call.</b></p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b>  Felicity Ball  Susan Fletcher  Sonia Le Compte  Sherrelle Fox  Professor Drew Dawson  Dr Jessica Paterson  Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 21-22 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 19-21)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 254 – 297)</p> <p>Opposed by ABI (see <a href="#">sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 29-32)</p>
<p><b>Rest breaks between rostered work</b></p> <p>The ANMF proposes that the minimum rest break between ordinary shifts be increased to ten hours except where an individual employee agrees to an eight hour break.</p> <p>In addition, the ANMF proposes the introduction of a penalty for breach of this entitlement, i.e. An employee</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>23. Rest breaks between rostered work</b></p> <p>23.1 An employee will be allowed a rest break of <b>ten</b> hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.</p> <p><b>23.2 By mutual agreement between employer and employee, the ten hour rest break may be reduced to</b></p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b>  Felicity Ball  Susan Fletcher  Sonia Le Compte  Sherrelle Fox  Professor Drew Dawson  Dr Jessica Paterson  Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 23-25 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 22-23)</p> <p>Opposed by Ai Group (<a href="#">reply sub 22 May 2017</a> at paras 298-345)</p>

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<p>returning to work without having had the minimum rest break would be entitled to be paid at overtime rates until they have taken the minimum rest break.</p>	<p><b>eight hours.</b></p> <p><b>23.3 If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of double time until released from duty for such period.</b></p>		<p>Opposed by ABI (see <a href="#">sub in reply 23 May 2017</a> at para 13.1)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 33-36)</p>
<p><b>Meal breaks</b></p> <p>The ANMF proposes two changes to the existing meal breaks clause, relating to the timing of meal breaks and remaining available during a meal break.</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>27.1 Meal breaks</b></p> <p>(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. <b>Such meal breaks will be taken between the fourth and the sixth hour after beginning work, unless otherwise agreed by the majority of employees affected. Provided that, by agreement of individual employees, employees who work shifts of six hours or less may forfeit the meal break.</b></p> <p>(b) Where an employee is required to <del>remain available or</del> <b>be</b> on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.</p> <p>(c) Where an employee is required by the employer to remain available <del>or on duty</del> during a meal break, <b>but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all</b></p>	<p><a href="#">Submission - 17 March 2017</a></p> <p><b>Witness statements:</b>  Felicity Ball  Susan Fletcher  Sonia Le Compte  Sherrelle Fox  Professor Drew Dawson  Dr Jessica Paterson  Cherise Nicole Matthews</p>	<p>Opposed by Blue Care (<a href="#">see sub in reply 22 May 2017</a> at paras 26-30 and witness statement of Maria McLaughlin-Rolfe)</p> <p>Opposed by Aged Care Employers (<a href="#">see sub in reply 22 May 2017</a> at paras 24 -25)</p> <p>Ai Group and ABI <b>not</b> opposed to aspects of proposal in relation to clause 27.1(b) and (c) (see ABI <a href="#">sub in reply 23 May 2017</a> at para 13.3 and Ai Group <a href="#">reply sub 22 May 2017</a> at paras 361- 362)</p> <p>Opposed by the Private Hospital Industry Employer Association (<a href="#">reply sub 19 May 2017</a> at paras 37 – 42) Note: opposed to ANMFs wording but <b>not</b> opposed to the principle – would prefer wording of</p>

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	time worked until the balance of the meal break is taken.		HSUs proposed clause in the Health Services Award.
<b>Australian Industry Group</b>			
<p><b>Meal breaks</b></p> <p>Proposal to include a facilitative provision to enable the 5 hour maximum period before an unpaid meal break is taken to be extended to 6 hours by agreement between the employer and an individual employee or by agreement with the majority of employees.</p>	<p><b>Current award:</b> (changes highlighted in red)</p> <p><b>27.1 Meal breaks</b></p> <p>(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. <b>Provided that, an employee who works not more than six hours may elect to forgo the meal break, with the consent of the employer.</b></p> <p>(b) Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.</p>	<p><a href="#">Submission–14 March 2017</a></p>	<p>Opposed by the ANMF (see <a href="#">reply sub 22 May 2017</a> at paras 22-28)</p>
<b>Aged Care Employers</b>			
<p><b>Rostering</b></p> <p>Proposed variation to clause 8.2(e)</p>	<p>Current award:</p> <p><b>8.2 Rostering</b></p>	<p><a href="#">Submission – 17 March 2017</a></p> <p>Rely on their <a href="#">submissions filed 15 July 2015</a></p>	<p>Opposed by the ANMF (see <a href="#">reply sub 22 May 2017</a> at paras 3-11)</p>

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dealing with rostering	<p>...</p> <p>Subject to clause 8.2(f), <b>unless the employee otherwise agrees</b>, seven days' notice of a change of roster will be given by the employer to an employee.</p> <p>...</p>	<p>Relies on witness statements (<a href="#">filed 4 August 2016</a>) in support of this variation.</p> <p>Witness statements filed are:</p> <p>John Favalaro  Karen Foster  Kalena Jefferson  Mark Douglas</p>	
<p><b>New clause 11.3(b)</b></p> <p><b>Remote Communication Allowance and payment for work performed</b></p> <p>Proposal to insert a new clause to provide for the payment of on call and remote communication allowance to employees who provide advice or assistance remotely. (i.e. where an employee's advice or assistance via telephone, text, web chat or email is sought as opposed to the employee being physically required to return to the workplace or place of work).</p>	<p>New clause 11.3(b):</p> <p><b>“(b) Remote Communication Allowance and payment for work performed</b></p> <p>(i) This clause applies to an employee who agrees to be on call to provide advice or assistance remotely, including via telephone, text, web chat or email.</p> <p>(ii) An employee who agrees to be on call to provide advice or assistance remotely will receive:</p> <ul style="list-style-type: none"> <li>a. 50 percent of the on call allowance specified in clause 11.3(a) for the relevant on call period; and</li> <li>b. a remote communication allowance equivalent to the employee's overtime hourly rate of pay for time actually worked (rounded up to the nearest 15 minutes), with a minimum payment of one hour,</li> </ul>	<p><a href="#">Submission – 17 March 2017</a></p>	<p>Opposed by the ANMF (see <a href="#">reply sub 22 May 2017</a> at paras 12-21)</p>



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	<p>irrespective of the number of calls/communications received (continuously or separately) during the relevant time period.</p> <p>By way of examples, an employee who provides advice or assistance remotely for 10 minutes during an on call period will receive one hour's overtime payment. An employee who provides advice or assistance remotely for four 15 minute periods (continuously or separately) during an on call period will receive one hour's overtime payment. An employee who provides advice or assistance remotely for six 15 minute periods (continuously or separately) during an on call period will receive one and a half hour's overtime payment.</p> <p>(iii) An employee seeking payment under clause 11.3(b)(ii)(b) is required to maintain and provide to the employer a work or time sheet setting out for each day:</p> <ul style="list-style-type: none"> <li>a. an appropriate description of each matter dealt with; and</li> <li>b. the length of time taken in dealing with each matter.</li> </ul> <p>(iv) This clause shall not apply to employees classified at Registered nurse levels 4 or 5.</p>		
New clause (addition) to clause 8.4	The provisions of this clause will not apply in	<a href="#">Submission – 17 March 2017</a>	

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	circumstances where an employee performs work under clause 11.3(b)		
New clause 15.3(d)	Notwithstanding clauses 15.3(a) to (c), this clause will not apply where an employee performs work under clause 11.3(b) for less than three hours.	<a href="#">Submission – 17 March 2017</a>	
New clause (addition) to clause 15.5	The provisions of this clause will not apply in circumstances where an employee performs work under clause 11.3(b).	<a href="#">Submission – 17 March 2017</a>	
New clause (addition) to clause 15.6	The provisions of this clause will not apply in circumstances where an employee performs work under clause 11.3(b).”	<a href="#">Submission – 17 March 2017</a>	