

**APPLICATION GUIDELINES**  
**FOR THE NURSES**  
**WA GOVERNMENT HEALTH SERVICES**  
**AGREEMENT 2001**

Agreement in plain text and **application in bold.**

**CLAUSE 1 – TITLE**

This Agreement will be known as the Nurses (WA Government Health Services) Agreement 2001.

**CLAUSE 2 – ARRANGEMENT**

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**CLAUSE 3 – SCOPE AND PARTIES BOUND**

This Agreement is binding on:

- 3.1 The Australian Nursing Federation (ANF)
- 3.2 ANF officials
- 3.3 ANF members, who are employed by the respondents to the Agreement (Appendix 2 – List of Respondents), whose employment is regulated by the Nurses' (ANF WA Public Sector) Award 1994 or the Nurses (WA Mental Health Services) Award 1991 and is in accordance with the classifications in Appendix 1 – Wage Schedule.
- 3.4 Employees of the respondents to the Agreement (Appendix 2 – List of Respondents) employed in the classifications in Appendix 1 – Wage Schedule who are eligible to be members of, but are not members of, the Australian Nursing Federation.

*Existing employees can remain on Work Place Agreements. However, if they choose to transfer to the EBA, the EBA pay scale relevant to their substantive position will apply.*

*Nurses who move from a WPA to the EBA will not receive backpay to 02 May 2001.*

*Employees who have resigned after 02 May 2001 will be entitled to back pay on application provided they leave the employ of a respondent to this Agreement and commence with another respondent to this Agreement without a break in service.*

**In September 1999 the HDWA received advice from the CSO that a Certified Agreement made in accordance with the Workplace Relations Act 1996 could not have retrospective operation and could therefore not apply to ex-employees.**

**In October 2000 an agreement was reached between the HDWA and the ANF to provide ex-employees with limited access to retrospective payments. The agreement reached enabled nurses who transferred from one (rural) health service with the GHI to another (rural) health service employer prior to the certification of the enterprise agreement to receive a retrospective payment as if they had remained with the original employer. Nurses who retired, resigned to take up a position within the private sector etc were not eligible to receive the retrospective payment.**

**Under this 2001 Agreement, ex-employees will have limited access to retrospective payments based on the arrangements used in the previous round of agreements.**

**That is, nurses who transferred from one health service within the GHI to another health service respondent to the agreement, prior to the verification of the agreement may receive a retrospective payment as if they had remained with the original employer.**

**Any such payments will be subject to written application by the effected employee. Health services will be required to assess each application on its merits to ensure that there has been no break in service.**

**For consistency, if permanent staff who resign and become casual meet this criterion, they will be eligible for back pay.**

#### **CLAUSE 4 – RELATIONSHIP TO AWARD**

This Agreement shall be read and interpreted in conjunction with the Nurses' (ANF-WA Public Sector) Award 1994 and the Nurses (WA Mental Health Services) Award 1991, provided that where there is any inconsistency between this Agreement and the relevant award, this Agreement shall prevail to the extent of any inconsistency.

#### **CLAUSE 5 – DURATION**

This Agreement shall operate from 2 May 2001 and shall remain in force until 1 May 2004.

*With some minor exceptions such as ADOs for part time nurses and the deferred salary scheme, allowances and entitlements will be backdated to 02 May 2001. See attached for provisions that will apply from 02 May 2001.*

#### **CLAUSE 6 – NO FURTHER CLAIMS**

Except as provided in Clause 10 – Senior Nurses Work Value Assessment, it is a condition of this Agreement that the parties will not seek any further claims, with respect to wages and working conditions covered by this agreement during the term of the Agreement.

#### **CLAUSE 7 – NOT TO BE USED AS A PRECEDENT**

The provisions of this Agreement shall not be used in any way as a precedent at any other enterprise other than the enterprise of the parties to this Agreement.

#### **CLAUSE 8 – WAGES**

- 8.1** The wage increases provided by this clause apply to all classifications and subsume any subsequent adjustments arising from Safety Net Reviews awarded by the Australian Industrial Relations Commission during the life of the Agreement:
- A 5% wage increase payable from 2 May 2001 and payable on certification of the Agreement.
  - A further 4.5% wage increase payable from 2 May 2002.
  - A further 4% wage increase payable from 2 May 2003.

The actual ordinary weekly wage rates applicable during the term of this Agreement are attached as Appendix 1 – Wage Schedule.

- 8.2** An employee who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

*This provision is the same as the previous EBA and is based on actual hours worked not contracted hours.*

*The appropriate increment for casual employees should be determined at the time of each period of casual engagement.*

**CLAUSE 9 – CAREER STRUCTURE**

- 9.1** As of 1st July 2001 any Enrolled Mental Health Nurse who has been classified at Level 1.5 for a period of twelve months shall be reclassified Level 1.6.
- 9.2** The Award Registered Nurse Level 1 classification range is restructured. The first increment is removed and the remaining increments are re-numbered from 1 to 7. The range is to be extended by 2 increments over the life of the Agreement.
- 9.2.1** As of 2nd November 2001, any nurse who has been classified at Level 1.7 for a period greater than twelve months shall be reclassified Level 1.8. This increment shall be worth an additional \$15 per week.
- 9.2.2** As of 2nd November 2002, any nurse who has been classified at Level 1.8 for a period of twelve months shall be reclassified Level 1.9. This increment shall be worth an additional \$15 per week.

**For part time employees Clause 8.2 still applies to 9.2.1 and 9.2.2 in the same way as it applies to any other progression through increments. That is, an employee who has worked an average of 24 hour per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.**

- 9.3** The parties agree that all Level 2 rates shall be adjusted by \$15.00 to maintain the dollar relativity between the current Level 2 rates and the Level 1 rates.

*This will also commence as of November 2, 2001*

- 9.4** Subject to the provisions of subclause 8.2 of this Agreement progression through the increments for registered nurses classified at Level 1 and enrolled mental health nurses, shall occur by annual increments.
- 9.5** The actual ordinary weekly wage rates applicable during the term of this Agreement will be paid in accordance with columns A, B, C, D and E of Appendix 1 – Wage Schedule.

**CLAUSE 10 – SENIOR NURSES WORK VALUE ASSESSMENT**

- 10.1** Notwithstanding the provisions of Clause 6 – No Further Claims the Government Health Industry will conduct a review of the work value of senior nurses (Levels 3, 4 and 5). This review will be completed by the end of January 2002.
- 10.2** When the review is complete the parties will make application to the Commission to vary the award to implement any changes to the award required to give effect to the outcomes of the review.

*An independent consultant will be engaged to undertake this review.*

**CLAUSE 11 - STUDENT MIDWIVES**

Student Midwives enrolled in a postgraduate midwifery program and whose practical component will be carried out at Health Services, will be paid at Level 1.2 for the clinical time spent at the Health Service.

*Health services that undertake to sponsor a RN for a Midwifery Program will pay them at Level 1.2 for their clinical practice time. The host hospital will recoup from*

***the sponsoring hospital the cost of the provision of clinical placements. Where there is no host hospital, the health service that accepts the clinical placement will be responsible for the payment. The payment is for placement in public hospitals only.***

#### **CLAUSE 12 – SALARY PACKAGING**

Salary packaging shall be available to all employees upon the terms and conditions set out in either Appendix 3 or Appendix 4 to this Agreement. An employee may elect to take advantage of either arrangement.

***Employees will nominate which model they will have applied. Employees must seek independent financial advice at their cost prior to commencing any salary packaging arrangements.***

#### **CLAUSE 13 – DEFINITIONS**

- 13.1** A Casual Employee is an employee contracted as a casual on an hourly basis for a period of twelve weeks or less, who does not meet the definition of a part time employee, full time employee or fixed term contract employee and includes any employee working under subclause 36.2 of this Agreement.
- 13.2** A Fixed Term Employee is an employee contracted on a full time or part time basis for a specified period in accordance with Clause 35 of this Agreement.
- 13.3** A Full Time Employee is an employee contracted for an average of 38 hours per week to be worked in accordance with Clause 35 (a) of the award.
- 13.4** A Part Time Employee is an employee contracted for an average of less than 38 hours per week.

#### **CLAUSE 14 – NIGHT DUTY ARRANGEMENTS**

The loading on the ordinary rates of pay for a nurse (other than registered nurses Level 4 or Level 5) who works a complete rostered shift between the hours of 1830 and 0730 on a weekday shall be 20%.

**There is inconsistency between the Award and this EBA in respect of the spread of hours pertaining to the night duty penalty. Under this Agreement shifts that commence before 1800 hours are not subject to the 20% penalty. For example, 1800 – 2300 = 15%, (ie the old night duty rate). Any night shift commencing after 1830 attracts the new loading of 20%.**

#### **CLAUSE 15 – OVERTIME**

- 15.1** An employee required to work overtime will be paid overtime in accordance with the award provided that time off in lieu of payment shall be by agreement between the employer and employee.
- 15.2** A part time employee who is required to work overtime will be paid overtime when they exceed the normal full time shift length for that unit or more than 38 hours per week.

***The normal full time shift length is 8 unless otherwise previously negotiated. In the case of a part time nurse working overtime, they would have to work over the***

*normal hours of a full time shift before overtime would apply or more than 38 hours per week. This may be calculated at 76 hours per fortnight.*

**15.3** Where overtime is worked there shall be a break of 9.5 hours between shifts.

**Wherever overtime is worked a 9.5 hours break must be received before the next rostered shift. This provision replaces 37(b) of the Award that provides either an 8 or 10 hour break after overtime dependant on the circumstances.**

*Nurses who return to work with less than a 9.5 hour break will be paid overtime for the following rostered shift.*

*The 9.5 hours break shall commence from the end of the overtime worked.*

*These provisions do not apply to Remote Area Nurses.*

#### **CLAUSE 16 – ON CALL AND RECALL**

*These provisions do not apply to Remote Area Nurses.*

**16.1.1** An employee, other than a Registered Nurse Level 4 and 5 rostered to be on call will be paid 18.75% of 1/38th of the rate of pay prescribed for a Level 1.2 Registered Nurse for each hour or part thereof she/he is on call. Provided that this payment shall not be made in respect to any period for which overtime is paid.

**16.1.2** Where an employee is recalled to work within 3 hours of starting work on a previous recall, the minimum overtime period shall commence from the time of the second, or subsequent recall. Provided that the effect of this subclause shall not be to pay three hours of overtime for each and every recall within the original three hour period, as a discrete period of overtime.

*For example:*

*If a nurse is recalled to work at 2400 hours and leaves at 0200 and is then recalled again at 0230 hours the maximum overtime payment is 5.5 hours. That is from 2400 to 0230 and 0230 to 0530 hours. There is no provision for double payment in this case between 0230 and 0300 hours.*

**16.2** An employee rostered on call in a role where they are required to provide specialist clinical advice via the telephone direct to a patient will receive one hour overtime when telephone advice is provided. Subsequent telephone advice beyond the first hour will be paid a further one-hour overtime. However, multiple occasions of telephone advice within discrete hours will not attract additional payment.

*The GM/DON must determine this to be a requirement of the role. JDFs must be adjusted to reflect it. There must also be supporting documentation regarding the procedure for providing clinical advice by telephone. The advice must be given directly to the patient.*

**16.3.1** Directors of Nursing in rural health services that are recalled to duty for clinical nursing duties will be paid a minimum of 3 hours at the rate of time and one half. In lieu of overtime the senior nurse may elect to take the equivalent time worked as TOIL. Overtime or TOIL will not apply:  
(a) where the senior nurse works in excess of 8 hours continuously within ordinary hours of work;

- (b) where the return to work is for duties of management (eg Board meetings, security, non-nursing emergencies); or
- (c) where other suitably trained staff are available to deal with the recall.

**16.3.2** Positions other than Directors of Nursing that attract this arrangement are to be identified by the General Manager responsible for the health service.

***The GM/DON must determine this to be a requirement of the role. JDFs must be adjusted to reflect it.***

***Overtime for DONs needs to be authorized in accordance with Clause 37(a) of the Nurses (ANF WA Public Sector) Award 1994.***

**16.4** A nurse regularly required to work on call will receive up to an extra five days leave per year in accordance with the following formula. Provided that:

**16.4.1** they are rostered on call:

**16.4.1(a)** during weekend days or public holidays; or

**16.4.1(b)** on days that they are not rostered for duty; and

**16.4.2** they are rostered on a minimum of two days per four week cycle, over 12 cycles 'in an anniversary year.

**16.4.2 (a)** An employee who is regularly placed on call can accrue such leave on a pro rata basis at the rates as follows:

No of 4 week cycles on call	No of additional days
4	1
6	2
8	3
10	4
12	5

**16.5** Within the accrual year a window period of any three (3) consecutive months, determined by the employee, which excludes any leave, shall be used to calculate the number of additional days leave the employee is entitled to. If the employee is rostered a minimum of two (2) days on call per four week roster on either Weekend Days, Public Holidays or Rostered Days Off during the three month window period, the employee shall be entitled to the five full days additional leave. Employees who do not meet this criteria will have their entitlements calculated in accordance with 16.5.

**16.6** Leave which accrues as provided in this clause is to be taken by agreement between the Health Service and employee within the operational needs of the Health Service.

**16.7** The loading prescribed in subclause 20.1.6 does not apply to leave provided in this clause.

**16.8** Where a nurse qualifies for additional leave by meeting the definition of a continuous shift worker or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.

***This is an alteration from previous provisions. An employee who meets the definition of a continuous shift worker and is regularly placed on call will only receive a maximum 5 additional days leave per annum.***



***Level 4 and 5 nurses are not entitled to the additional leave because they are not “rostered” on call. If they are recalled to carry out clinical work they are recompensed pursuant to 16.3 of the EBA for overtime worked (subject to the criteria).***

## **CLAUSE 17 – HOURS OF WORK**

**17.1** Changes to roster arrangements will be determined at the workplace level in accordance with Clause 18, Flexibility in Hours and Rostering, of this Agreement unless otherwise provided in this clause.

**17.2** Accrued days off as provided for in Clause 33 and Clause 35 of the Nurses' (ANF – WA Public Sector) Award 1994, shall be taken in accordance with the following paragraphs:

### **17.2.1 ADO's for Full Time Nurses:**

Employees shall be given an opportunity to take accrued days off within 28 days of completing each accrual cycle.

- (i) A roster for accrued days off shall be posted at least four weeks before the time it comes into operation. A roster for accrued days off may allow an employee to take accrued days off before they become due. Notwithstanding the provisions of this clause, accrued days off may be cleared as mutually agreed between the employer and the employee.
- (ii) The employer may roster the employee off duty for up to twelve single accrued days off for each twelve monthly period
- (iii) Where an employee has been given the opportunity to take the accrued day off in accordance with paragraph (i) as a whole shift and has declined, and that employee has 12 such accrued days off accumulated, the employer may pay the employee the monetary equivalent of the twelve accrued days off.

***ADOs should be regularly and routinely rostered and become a normal component of normal rostering practice.***

***Clause 35(d)(i) of the Award provides that an employee who regularly performs shift or weekend work shall be paid for accrued days off when those days are taken as leave, at a rate equivalent to the average daily earnings, including shift and weekend penalties of the month prior to the accrued days off being taken. Under the EBA the ADOs should only accrue if an employee declines to take such a rostered day. Therefore, they should be paid out at the base rate.***

### **17.2.2 ADO's for Part Time Employees**

Part time employees will accrue and will be entitled to ADO's in accordance with clause 17.2.1(i) (ii) and (iii) provided that the following criteria are satisfied:

- (a) That the employer is able to fill gaps in the roster created by the granting of ADO's to part timers through the use of directly employed full time, part time or casual employees, and not through the use of agency employees, and that filling such gaps through direct employees as described above will not mean that other gaps are created that require the use of agency employees.
- (b) That the part time employee works 41 hours or more per fortnight.

*This is based on contracted hours.*

(c) That the employee genuinely seeks ADO's.

The employer will advise part time employees if they are to be entitled to ADO's in accordance with this clause either on commencement of their employment, or as soon as the employer determines that ADO's can be offered.

*The intention of this Clause is to provide the opportunity for part time nurses to accrue days off without the employer incurring additional costs. The no cost solution requires Health Services to avoid the use of Agency staff for ADO relief and thus avoid the premium cost of employment.*

*Therefore, any Health Service with vacancies and who rely on Agency nurses, cannot, without incurring cost, offer current part time staff ADOs or offer them on commencement of employment.*

*A well-coordinated implementation strategy is essential to achieve a no cost solution and to avoid health services competing for attraction or retention of staff. Therefore, the implementation must be consistent across the GHI.*

*Those Health Services with vacancies and who rely on Agency staff to meet roster requirements must document that it would not be possible to fill gaps created by part time ADOs through directly employed full time, part time or casual employees, and that if such gaps are filled through direct employees as described above this will not mean that other gaps are created that require the use of agency employees.*

*In these circumstances ADOs will create even more gaps in the roster that cannot be filled without the use of agency staff.*

*Where it can be demonstrated that there will be no reliance of agency staff, as described above, the Health Service will advise eligible part time staff members that ADOs can be offered in accordance with Clause 17.2.*

*Each Health Service will regularly ensure that the criteria outlined in Clause 17.2.2 (a) are satisfied. In Health Services where part time staff accrue days off and it can be demonstrated that the criteria is not being met, ADOs will not be offered to new part time employees until such times as the appropriate conditions are achieved.*

*Records will need to be kept of why casual and agency staff are used.*

*ADOs will be implemented by maintaining the contracted hours of the nurse and paying 5% less for the ADO accrual.*

**17.3** Provided that employees on 70 hour per fortnight contracts working 7 hour shifts over 10 days will be offered the option of increasing to full time with an entitlement to ADO's.

**This clause only applies to 70 hour contracts working 7 hour shifts over 10 days. This is the only provision in the EBA which provides an entitlement for part time staff to increase to full time.**

- 17.4** The provisions of this clause shall not apply to accrued days off accumulated prior to the certification of this Agreement.
- 17.5** Employees who were not entitled to ADO's prior to the commencement of the last Agreement will not accrue ADO's under this Agreement.
- 17.6** Employees in their graduate year or graduate program will not accrue days off.
- 17.7** Level 3 nurses (non shift workers) will be employed on the no fixed hours arrangement specified in subclause 17.8.
- 17.8** No fixed hours arrangement:
- 17.8.1** Hours worked in excess of 152 hours per four week cycle will be granted as time off in lieu. Such time off in lieu will be taken at the ratio of 1: 1 1/2 for all of the hours in excess of 152. Time off in lieu will be taken within 8 weeks of having it accrued. If the employee is unable to take the leave within 8 weeks and can provide evidence of having applied for the leave, the time off in lieu will be paid as overtime.
- 17.8.2** The mechanism for recording and managing the no fixed hours provision will be developed by the Health Service in conjunction with each employee.
- 17.9** Level 1 and Level 2 Nurses employed in clinics and departments or where the service needs require them to function between 8am to 6pm Monday to Friday inclusive and Saturday between 8am and 12noon will be employed on the basis of 38 hours per week.

## **CLAUSE 18 – FLEXIBILITY IN HOURS AND ROSTERING**

The award provisions in relation to hours of work continue to apply, unless varied in accordance with the following procedure:

- 18.1** Employers and employees covered by this agreement may reach agreement to vary the methods by which hours and rosters may be worked to meet the requirements of the Health Service and the aspirations of the employees concerned.
- 18.2** An agreement referred to above shall be subject to the procedures below:
- 18.2.1** A representative forum shall be established in the area affected to progress discussions on proposals for change. The forum shall commit to writing and present to staff any proposal for change.
- 18.2.2** The process for seeking and recording the agreement to a proposal for change must be advised to all employees prior to seeking such agreement.
- 18.2.3** A record will be kept of the process followed and the outcome. Further, the process for reaching an agreement must be open and transparent and available for inspection by the ANF if so requested by at least one employee who is affected by the proposed change.
- 18.2.4** Any agreement reached will be committed to writing and if the ANF has not been involved in the negotiations, a copy shall be sent to the Secretary of the ANF. Application will then be made to the AIRC to ratify the agreement.
- 18.2.5** A lead time of a minimum of four weeks shall be provided for the implementation of the proposed arrangements.
- 18.2.6** Nothing shall prevent employees affected by the proposed change from seeking advice from or representation by the ANF at any stage in the above process.

**18.2.7** Where the agreement represents the consent of the employer and the majority of the employees affected by the proposed change, the ANF shall not unreasonably oppose the terms of that agreement.

- 18.3** The clause replaces the following clauses in the Award in relation to rostering and hours of work:  
Clause 28 - Introduction of Change  
Clause 44 - Enterprise Flexibility Provision Appendix 1 - Flexibility in Rostering of the Nurses (ANF - WA Public Sector) Award 1994; and also replaces the Guidelines for consultation, implementation and evaluation of alternative rosters.

*This clause replaces Clause 23 from the previous Nurses EBA. Any alternate rosters must have been implemented in accordance with Clause 23 and have supporting documentation.*

#### **CLAUSE 19 – DISPUTE SETTLEMENT PROCEDURE**

- 19.1** The following procedure for settling disputes and grievances will be followed by the parties.
- 19.1.1** The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days (excluding weekends and public holidays) refer the matter in writing to a more senior officer nominated by the employer and the employee (s) shall be advised accordingly in writing.
- 19.1.2** The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employees shall be advised accordingly.
- 19.1.3** If the matter has been referred in accordance with the above the employee(s) or the shop steward shall notify the ANF, to enable the opportunity of discussing the matter with the employer.
- 19.1.4** The employer shall as soon as practicable after considering the matter before it, advise the employee(s) or where necessary the union of its decision. Provided that such advice shall be given within seven working days of the matter being referred to the employer.
- 19.1.5** Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the AIRC for conciliation and if necessary arbitration. If arbitration is required to resolve the dispute, the decision of the Commission shall be final and binding on all parties.
- 19.1.6** The status quo, (ie the condition applying prior to the issue arising) will remain until the processes specified in accordance with the procedure outlined above is completed.
- 19.1.7** Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified above.
- 19.2** The clause replaces Clause 30 - Grievance Procedure in the Nurses (ANF WA Public Sector) Award 1994.

#### **CLAUSE 20 – LEAVE ENTITLEMENTS**

##### **20.1 ANNUAL LEAVE**

**20.1.1** An employee will receive 20 days of paid annual leave, exclusive of Public Holidays for each period of 12 months continuous service.

**This is the same provision as the previous EBA. That is, part time staff will receive pro rata payment for leave entitlements. They receive 4 weeks leave paid pro rata as their hours bear to full time. As per Clause 33(d) of the Award.**

**20.1.2** Annual leave entitlement accrues pro rata on a weekly basis and is cumulative from year to year.

**20.1.3** An employee will be entitled, after each period of 12 months continuous service and before the completion of the subsequent period of 12 months service, to take annual leave in one continuous period or in two periods of not less than two weeks on each occasion.

**20.1.4** By mutual agreement between the employer and the employee annual leave may be taken in multiple portions. This may include up to 5 single days. However at least one portion shall be not less than 2 consecutive weeks.

**20.1.5** Accrued annual leave in excess of ten weeks will be taken at the operational convenience of the Health Service. The minimum period to be taken will be 5 days.

**20.1.6** When annual leave is taken it will be paid at the ordinary base wage plus a loading of 17.5% of the ordinary rate of pay or the equivalent of the average of the shift and weekend penalties the employee received in the 6 completed pay periods prior to the pay period during which the employee commences annual leave, whichever is the higher. Provided that the loading payable will be not more than 125% of the amount recorded by the Australian Bureau of Statistics as the average weekly earning for an employee in WA during the September quarter immediately preceding the date on which the annual leave is taken.

**20.1.7** Continuous Shift Employee means an employee who is contracted to work ordinary hours of duty in accordance with a roster where the employee is rostered for afternoon and/or night shift with day shift and who may be rostered over any number of the days of the week that the service operates.

**20.1.7.1** If these requirements are not being met due to the employee's personal requirements, then the employee's status as continuous shift employee will cease and leave entitlements adjusted accordingly. If however, these requirements are not being met because of operational reasons, then the employee's status of continuous shift worker will remain.

**20.1.7.2** An employee will be considered to have met the definition in clause 20.1.7 if the employee is rostered to work permanent night shifts over 7 days of the week.

***A permanent night shift employee who is rostered over 7 days of the week will now be deemed to meet the continuous shift worker definition.***

**20.1.8** A continuous shift employee will receive an additional one week of leave for each period of 12 months continuous service as a continuous shift employee.

A Continuous shift employee will be credited the additional one week leave on a pro rata basis according to the following table.

Completed months of service	Days of accrual
1	Nil
2	Nil

3	1
4	1
5	2
6	2
7	2
8	3
9	3
10	4
11	5
12	5

**20.1.9** Where a nurse qualifies for additional leave by meeting the definition of a continuous shift worker or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.

*This is an alteration from previous provisions. An employee who meets the definition of a continuous shift worker and is regularly placed on call will only receive a maximum 5 additional days leave per annum.*

## **20.2 PUBLIC HOLIDAYS**

Each nurse shall be entitled to 10 days public holiday leave per year with pro rata for part time staff. For the hours actually worked on a public holiday, nurses shall be paid a loading of 50%.

**Public holidays will accrue as and when the designated holiday falls and not as an annual entitlement.**

**Part time staff will receive the 10 public holidays and be paid at the pro rata rate as their contracted hours bear to full time.**

**Casuals who work on a public holiday will be paid a 50% penalty. They will also receive a 20% casual loading. In both instances the rates are calculated on the base rate. That is, not compounded.**

## **20.3 LONG SERVICE LEAVE**

Long Service Leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the employer.

## **20.4 PAID PARENTAL LEAVE**

Six weeks paid parental leave will be granted to the primary care giver.

*The provisions and conditions relating to Maternity leave in the Nurses Award (1994) Clause 14 underpins this clause. The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave*

**Paid parental leave will be at ordinary rates and will not include the payment of any form of allowance, penalty payment or leave loading.**

*The paid leave component will not break service but Clause 14 (A)(11), (B) (9) and (C) (10) of the Award prevents the leave being counted as service. Therefore nurses should not accrue leave even on the 6 weeks paid component.*

***Employees who are the primary care giver and who are presently on unpaid parental leave are entitled to apply for the 6 weeks paid parental leave in accordance with this clause.***

***Because the EBA does not specify that the paid portion is only applicable for the first 6 weeks of leave, nurses on unpaid parental leave after the certification date of 09 August 2001 are entitled to payment for up to 6 weeks from 09 August 2001. If they return to work within 6 weeks of the 09 August 2001, they will only be entitled to payment up until the date of return to work.***

## **20.5 DEFERRED SALARY SCHEME**

Nurses will have access to the 4/5 pay option, whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:

- 20.5.1** By written agreement between employer and employee, an employee may be paid 80% of her/his normal salary under this Agreement, and any other relevant agreement upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year. The fifth year will be treated as continuous service. The leave may not be accrued unless the employer agrees to accrual.
- 20.5.2** In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
- 20.5.3** An employee may withdraw from this arrangement in writing. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between employer and employee but not more than 3 months from the time of the employees withdrawal from the arrangement. Provided that an employee who terminates his or her employment prior to the completion of the 4th year will be paid the accrued credit in their final payment.
- 20.5.4** Any paid leave taken during the first four years of the arrangements will be paid at 80% of the employee's normal salary.
- 20.5.5** It is the responsibility of the employee to investigate the impact of the arrangement on her/his superannuation and taxation.

***The calculation of the deferred salary scheme is based on 20% of the employees total fortnightly gross salary. Gratuity payments are included.***

***This means that 20% of the fortnightly gross salary (an employee's gross pay may vary from pay to pay) is kept over a period of 4 years and on the 5<sup>th</sup> year the total amount is averaged and paid over the 26 fortnights.***

***Non-participatory periods such as any period of leave without pay, will delay the commencement of the leave year by the length of the non-participatory period.***

***A detailed deferred salary scheme policy and procedure document will be made available after Australian Tax Office, Treasury and Government Employee Superannuation Board rulings have been obtained.***

## **20.6 SICK LEAVE**

When an employee is on paid sick leave the employee will be paid at the rate she/he would have received excluding shift, public holiday and weekend penalties.

*This is the same provision as the previous EBA.*

## **CLAUSE 21 – STUDY LEAVE**

### **21.1 Conditions for Granting Time Off**

**21.1.1** An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.

**21.1.2** Part-time employees are entitled to study leave on the same basis as full time employees.

**21.1.3** Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are available during normal working hours, or where approved study by correspondence is undertaken.

**21.1.4** External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.

**21.1.5** Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.

**21.1.6** In every case the approval of time off to attend lectures and tutorials will be subject to

- 21.1.6 (a) convenience of the Health Service;
- 21.1.6 (b) the course being undertaken on a part-time basis;
- 21.1.6 (c) employees undertaking an acceptable formal -study load in their own time;
- 21.1.6 (d) employees making satisfactory progress with their studies; and
- 21.1.6 (e) the course being relevant to the employee's career in the Health Service and being of value to the employer.

**21.1.7** A service agreement or bond will not be required.

### **21.2 Approved Courses.**

**21.2.1** First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology and Edith Cowan University.

**21.2.2** First degree or Associate Diploma course at a college of advanced education.

**21.2.3** Diploma courses at Technical and Further Education (TAFE)

**21.2.4** Two-year full time Certificate courses at TAFE.

**21.2.5** Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Employer.

**21.3** Except as outlined in paragraph 21.5 of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause 21.2.1 and 21.2.2.

**21.4** An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions listed in subclause



21.2.1. and 21.2.2. of this clause. An employee who has completed a two-year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause 21.2.3 or a degree or Associate Diploma course specified in subclause 21.2.2 or 21.2.3.

**21.5** Assistance towards additional qualification including second or higher degrees may be granted in special cases such as a graduate embarking on a Post-Graduate Diploma in Administration or a Masters Degree in Business Administration or a higher degree in a special area of benefit to the Health Service as well as the employee.

**21.6** An acceptable part time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the employees own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.

**21.7** A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.

**21.8** In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.

**21.9** In areas which are operating on flexi-time, time spent attending or travelling to or from formal classes for approved courses between 8.15 AM and 4.30 PM, less the usual lunch break, and for which "time off" would usually be granted, is to be counted as credit time for the purpose of calculating total hours worked per week.

**21.10** Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.

**21.11** An employee shall not be granted more than 5 hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.

**21.12** Time off with pay for those who failed a unit or units may be considered for one repeat year only.

**21.13** Subject to the provisions of subclause 21.14 of this clause, the employer may grant an employee full time study leave with pay to undertake:

**21.13.1** Post graduate degree studies at Australian or overseas tertiary education institutions; or

**21.13.2** Study tours involving observations and/or investigations; or

**21.13.3** A combination of postgraduate studies and study tour.

**21.14** Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:

**21.14.1** The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause 21.1 to 21.13 of this Clause and the employers Leave Without Pay Policy.

**21.14.2** It must be a highly specialised course with direct relevance to the employee's profession.

**21.14.3** It must be highly relevant to the employer's corporate strategies and goals.

**21.14.4** The expertise or specialisation offered by the course of study should not already available through other employees employed within the Health Services Unit.

**21.14.5** If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.

**21.14.6** A temporary employee may not be granted study leave with pay for any period beyond that employee's approved period of engagement.

**21.15** Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.

**21.16** Where an outside award is granted and the studies to be undertaken are considered highly desirable by the employer, financial assistance to the extent of the difference between the employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wages may be approved at the discretion of the employer.

**21.17** The employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.

**21.17.1** Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.

**21.17.2** Where the employer approves full time study leave with pay the actual wage contribution forms part of the employers approved average staffing level funding allocation. The employer should bear this in mind if considering temporary relief.

**21.17.3** Where study leave with pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs is required as follows:

**21.17.3.** (a) Interstate - Ministerial approval

(b) Overseas - Premier's approval

**21.18** Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 21.14 of this clause. Each case is to be considered on its merits.

**21.19** The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this Agreement.

***This provision remains unchanged from the previous EBA.***

## **CLAUSE 22 – PROFESSIONAL DEVELOPMENT**

**22.1** With the exception of graduate nurses, two days professional development leave will be granted to full time nurses with a pro rata entitlement to part time nurses.

***Pro rata for part time staff means that if a nurse works 0.5 FTE they will receive entitlement to 1 day professional development leave. Similarly, if a nurse works 0.4***

***FTE they will receive an entitlement to 0.8 days. 0.6 FTE = 1.2 days. This is consistent with the application of the Public Holiday provision.***

- 22.2** Nurses working between 200km and 400km from the GPO will receive an additional day; and nurses working more than 400km from the GPO will receive an additional two days. Nurses will not receive travel time in addition to this entitlement.

***A commitment was given on transcript by both parties to the Agreement that the intention of Clauses 22 & 23 is to provide an entitlement to professional development leave as an annual entitlement, but not an annually accruing entitlement from year to year.***

***The date of certification is the start of the 12 month period in which the leave is assessed.***

#### **CLAUSE 23 – PROFESSIONAL DEVELOPMENT FOR GRADUATE NURSES**

- 23.1** Graduate nurses shall continue to receive 38 hours paid staff development – pro rata for part time staff.
- 23.2** Nurses participating in the country graduate program shall be entitled to additional professional development leave in accordance with the following paragraph.
- 23.2.1** Graduate Nurses working between 200km and 400km from the GPO will receive an additional day; and nurses working more than 400km from the GPO will receive an additional two days. Nurses will not receive travel time in addition to this entitlement.

***A commitment was given on transcript by both parties to the Agreement that the intention of Clauses 22 & 23 is to provide an entitlement to professional development leave as an annual entitlement, but not an annually accruing entitlement from year to year.***

***The date of certification is the start of the 12 month period in which the leave is assessed.***

#### **CLAUSE 24 – QUALIFICATION ALLOWANCE**

- 24.1** A qualifications allowance will be paid to nurses who satisfy the criteria set out below. This allowance will be in the form of a one-off payment.
- 24.2** The allowance will become payable to nurses, who hold a qualification, as defined below, that is relevant to the nurses current practice or position or role. To be entitled to the allowance, nurses must be in the practice or position or role to which the qualification is relevant for a period of at least 12 months. This period of 12 months may accrue from any time from and including 2nd May 2000 until the expiry date of the certified agreement.
- 24.3** The qualifications that will attract this allowance will be the following:
- Hospital based certificates which must be of one years' (or two academic semesters) duration, or the renal dialysis certificate.
  - Postgraduate certificates or diplomas which must be "articulated" with a university and must have been taken over a period of at least two semesters.
  - Masters or PhD qualifications, which must be relevant to the area of nursing practice or position or role that, the nurse is currently working in.

- 24.4** Conversion degrees and non-tertiary qualifications or certificates (other than those referred to above) do not attract the allowance.
- 24.5** The allowance that is payable is 3% of the current base rate salary of the nurse, as at the date at which the nurse became eligible to be paid the allowance (ie on the expiry of the 12 months referred to above).
- 24.6** This payment will be a once only payment for each nurse; ie nurses will not be entitled to receive two qualification allowance payments.

*This payment will be a once only payment for each nurse. Nurses will not be entitled to receive two qualification allowance payments.*

*The nurse may accrue the time over more than one organisation provided that they do not break service and remain in the employ of any of the respondents to the Agreement.*

*Where the payment has been made employment records need to be adjusted accordingly and made available to the new employer. This is similar to outstanding leave credits and other entitlements.*

*This provision does not apply to casual employees because by the nature of their employment they should only be employed for a maximum of 12 weeks.*

*Attached is a pro forma "Application for Qualifications Allowance".*

#### **CLAUSE 25 – WITNESS**

- 25.1** An employee subpoenaed or called, as a witness to give evidence in any proceeding shall as soon as practicable notify the employer.
- 25.2** Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.
- 25.3** An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- 25.4** An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into Consolidated Revenue Fund.
- 25.5** An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 25.2 and 25.4 of this clause shall be granted leave of absence without pay except where the employee makes an application to clear accrued leave in accordance with award provisions.

*This provision remains unchanged from the previous EBA.*

**CLAUSE 26 – JURY**

- 26.1** An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the employer.
- 26.2** An employee required to serve on a jury shall be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.
- 26.3** An employee granted leave of absence on full pay as prescribed in subclause 26.2 of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

*This provision remains unchanged from the previous EBA.*

**CLAUSE 27 – RESOURCES AND FACILITIES**

The ANF will be notified of all new nursing employees as soon as practicable and invited to orientation sessions. Where practicable the names of new nursing employees will be provided prior to orientation sessions.

*This process could be simplified by providing a tick box on Employment applications for staff to elect to have their name and address forwarded to the ANF to ensure that employers do not act contrary to freedom of association provisions. Local ANF representatives may be the receiving point for this information.*

**CLAUSE 28 – LEAVE TO ATTEND UNION BUSINESS**

**28.1.1** The employer shall grant paid leave during ordinary working hours to an employee:

- (1) who is required to give evidence before any Industrial Tribunal;
- (2) who as a union nominated representative of the employees is required to attend negotiations and/or conferences between the union and employer;
- (3) who with prior agreement between the union and employer attends official union meetings preliminary to negotiations or industrial hearings;
- (4) who as a union nominated representative of the employees is required to attend joint union/management consultative committees or working parties.

**28.1.2** The granting of leave pursuant to paragraph 28.1.1 of this subclause shall only be approved:

- (1) where an application for leave has been submitted by an employee a reasonable time in advance;
- (2) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
- (3) for those employees whose attendance is essential;
- (4) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.

**28.2** (i) Leave of absence will be granted at the ordinary rate of pay.

(ii) The employer shall not be liable for any expenses associated with an employee attending to union business.

(iii) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

**28.3** (i) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

(ii) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.

(iii) The provisions of this clause shall not apply to special arrangements made between the parties, which provide for unpaid leave for employees to conduct union business.

**28.4** The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

*This clause is as per the Nurses Award (1994)*

#### **CLAUSE 29 – TRADE UNION TRAINING LEAVE**

**29.1** Subject to the provisions of this clause:

(i) The employer shall grant paid leave of absence to employees who are nominated by the union to attend short courses conducted by the Australian Trade Union Training Authority.

(ii) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

**29.2** An employee shall be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.

**29.2** (i) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, penalty rates or overtime.

(ii) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

**29.4** Subject to subclause 29.3, shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course

**29.5** The granting of leave pursuant to the provisions of subclause 29.1 of this clause is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.

**29.6** (i) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.

(ii) All applications for leave shall be accompanied by a statement from the Western Australian branch of the union indicating that the employee has been nominated for

the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.

- 29.7** A qualifying period of twelve months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months government service.
- 29.8** The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
- 29.9** Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

*This clause is as per the Nurses Award (1994)*

#### **CLAUSE 30 – NURSE PRACTITIONER**

- 30.1** When the relevant legislation is proclaimed the parties will negotiate to reach agreement on an award variation to cover the new classification.
- 30.2** If agreement is not reached within three months the parties agree to submit the matter to the AIRC for determination.

*It is not possible to speculate on when legislation will be enacted.*

#### **CLAUSE 31 – REMOTE AREA NURSES**

##### **31.1 INCIDENCE AND APPLICATION**

This Clause shall apply to all remote area nurses employed by health care sites, which are geographically isolated from public health amenities.

A remote area nurse is a registered nurse employed as the health care provider on a twenty four hour per day basis in a community that is isolated from hospital and medical facilities. Provided that no nurse shall be appointed as a remote area nurse until they have gained suitable relevant post registration nursing experience.

##### **31.2 RELATIONSHIP WITH AWARD**

This Clause shall be read in conjunction with the provisions of the Nurses (ANF – WA Public Sector) Award 1994 and shall prevail to the extent of any inconsistency.

##### **31.3 DEFINITIONS**

- (a) Remote areas are defined as places, which are geographically isolated from public amenities, community services, acute hospital facilities and (usually) medical practitioners.
- (b) For the purposes of this award the following health care sites are considered to be located in remote areas:

Group A:

- Albrolhos Island
- Balgo Hills (Wirrimanu)
- Billiluna
- Coonana
- Doduan
- Gibb River Station
- Imintji

Kalumbaru  
 Kunawarritji (Well 33)  
 Lombadina  
 Looma  
 Marble Bar  
 Mount Barnett (Kupungarri)  
 Mount Elizabeth  
 Mount House  
 Mulan  
 Noonkenbah (Yungngora)  
 Nullagine  
 One Arm Point (Bardi)  
 Oombulgurri  
 Parnngurr (Cotton Creek)  
 Punmu  
 Strelley Station  
 Tjuntjunjarra (Paupiyale Tjarutja)  
 Warralong  
 Wangkatjunka  
 Warmun  
 Yandeyarra

Group B: Bremer Bay  
 Cervantes  
 Lake Varley

This list of remote areas may be varied by agreement between the parties by adding in additional health care sites or deleting existing ones.

#### **31.4 WAGES AND ALLOWANCES**

- (a) Subject to subclause 31.2 hereof; remote area nurses shall be paid at the wage rate prescribed in Appendix 1 (Level 3) of this Agreement:
- (i) where there is only one registered nurse at the health care site; and
  - (ii) where there is more than one registered nurse at the health care site then at least one nurse shall be paid at this wage rate.
- (b) (i) As part of a graduate employment programme a Level 1 registered nurse may be employed in a supernumerary position by agreement between the employer and the union.
- (ii) It is acknowledged by the parties that having regard for the type of service that is required to be provided by a particular health site, it may be possible that the service could be provided by a Level 2 nurse. Accordingly, subject to an agreement between the employer and the union a Level 2 nurse may be employed in lieu of a Level 3 nurse at that particular health care site.
- (c) The parties are committed to reviewing the allowances paid to remote area nurses pursuant to Clause 20 - District Allowance and Clause 22 - Scale of Allowances of the Nurses (ANF – WA Public Sector) Award 1994 to ensure that all remote localities are listed and an appropriate rate of allowances is determined.

#### **31.5 AVAILABILITY ALLOWANCE**

- (a) The provisions contained in subclause 15.3 of this Agreement and Clause 37(b)(ii), (iv) and (f) of the Nurses (ANF-WA Public Sector) Award 1994 shall not apply to remote area nurses.



- (b) When required to be on-call the remote area nurse shall remain within the health care site or provide notice of the nurse's whereabouts or contact telephone number displayed at the health care site and/or left on the answering machine.
- (c) In locations where such a facility is available, the employer shall provide electronic or other devices by which the remote area nurse can be contacted anywhere within their work environment.
- (d) A remote area nurse shall receive an Availability Allowance of 50% of the "on call" allowance prescribed by subclause 16.1.1 of this Agreement for all hours outside ordinary and overtime hours actually worked.
- (e) Where there is more than one nurse at any one location, the remuneration for availability will be shared equally. The allowance may be extended to other nurses at the site, if it is felt that more than one nurse is required to be available at any one time.

### **31.6 AVAILABILITY ALLOWANCE - OTHER REMOTE AREA NURSES**

Remote area nurses employed at Cervantes, Bremer Bay and Lake Varley shall be paid an availability allowance of 3% upon their regular rate of wage each week as compensation for the requirement to be available for duty at any time. This, in lieu of the allowance in 31.5(d), is in addition to being paid overtime when there is a requirement to work outside of ordinary hours.

### **31.7 OVERTIME**

- (a) Remote area nurses shall be paid an annual allowance in lieu of the overtime provisions of Clause 37 - Overtime, Recall and Oncall of the Nurses (ANF-WA Public Sector) Award 1994. Such an allowance shall be calculated on the basis of twenty five percent (25%) of the nurse's base salary.
- (b) Where the remote area nurse is not employed in a remote area full-time the allowance referred to in (a) shall be paid on a pro rata basis.

### **31.8 ISOLATION LEAVE**

- (a) Isolation leave is designed to compensate the remote area nurse for long periods of being continuously on call and shall be used as recreation leave only. A remote area nurse shall not be required to use Isolation Leave for staff development purposes.
- (b) Nurses who work in localities falling within Group A in Clause 31.3(b) hereof shall be entitled to one week's isolation leave after the completion of each twelve weeks in a remote area. Provided that the fourth such week in any year shall be taken in conjunction with a period of annual leave.
- (c) Nurses employed in localities falling within Group B in Clause 31.3 (b) hereof shall be entitled to one week's isolation leave after the completion of each 24 weeks in a Group B locality. Provided that the second such week in any year shall be taken in conjunction with a period of annual leave.
- (d) A remote area nurse who commences employment at any other remote area locality within a period of one week shall be entitled to transfer the isolation leave accrued under (b) to the new locality, provided that a further period of one week's travel between engagements shall be allowed.

### **31.9 TRAVEL**

- (a) For each period of leave, the remote area nurse shall be provided with travel into and out of the remote area to the nearest airport serviced by scheduled passenger service.
- (b) Travel and relief arrangements shall allow for a minimum handover period of one hour.

#### **31.10 STAFF DEVELOPMENT**

- (a) Remote area nurses shall receive two weeks in-service training additional to the provisions contained in Clause 21 - Study Leave, of which at least one week shall be in a major centre with access to Staff Development Nurses, and/or other staff development resources.
- (b) For periods of in-service training the employer shall be responsible for funding travel, accommodation and shall provide a daily allowance according to Clause 22 Scale of Allowances of the Nurses (ANF-WA Public Sector) Award 1994.
- (c) In-service training shall meet the needs identified through the Performance Management process.

*This Clause has been updated. These clauses were previously an Appendix to the EBA but now form part of the document.*

#### **CLAUSE 32 – COMMUNITY NURSES**

- 32.1** A mechanism for the indexation of the applicable motor vehicle allowance will be determined and agreed. In the absence of agreement, the parties agree to refer the matter to, and accept the decision of, the AIRC.
- 32.2** All community nursing positions will be filled by nurses.
- 32.3** All new appointee's conditions of employment will be expressly agreed at commencement of employment and may include the provisions of clause 38A(d) of the award if determined appropriate by the Health Service.
- 32.4** Where a community nurse is required to use a motor vehicle in the course of their employment, a motor vehicle will be provided by the employer for this purpose wherever possible.
- 32.5** Community nurses will have, in their letter of appointment, clarification of the lines of reporting, including the name of their employer, the name of the workplace, and the position to which they report.

#### **CLAUSE 33 – HIGHER DUTIES**

- 33.1** An employee required at the request of the Director of Nursing or delegate to temporarily undertake the full duties of a position classified Level 3, will receive the appropriate Level 3 rate of pay on a shift by shift basis.
- 33.2** An employee required to temporarily perform the duties at a Level 2, 4 or 5 position will be required to perform the full duties of the Level 2, 4 or 5 position for a minimum of 5 consecutive working days before being eligible to receive a Level 2, 4 or 5 rate of pay.

*This provision remains unchanged from the previous EBA.*

**CLAUSE 34 – FILLING OF VACANCIES**

- 34.1** Recruitment practices will ensure that the most suitable applicant's are selected and appointed to vacant positions.
- 34.2** The process of recruitment will be open, competitive, and free of bias, unlawful discrimination, nepotism or patronage. Recruitment decisions will be transparent and capable of review.
- 34.3** Upon appointment, each employee shall receive a letter of appointment stating their workplace, their weekly hours of work, their classification, job title, industrial instrument, the spread of days and spread of shifts to be worked.

**CLAUSE 35 – FIXED TERM ENGAGEMENTS**

- 35.1** The parties to this Agreement agree that permanent employment is the preferred form of engagement.
- 35.2** Fixed term employees may be appointed for the following situations:
- . Unexpected or unplanned leave
  - . Parental Leave
  - . Annual Leave
  - . Long Service Leave
  - . Long term sick leave
  - . Workers compensation
  - . Special projects
  - . Employees undertaking an accredited course of study
  - . To fill vacancies while the recruitment process is undertaken
  - . Any other situations as agreed between the employer and the ANF

*In the circumstance where a potential employee does not have permanent residency status, this would fall into the any other situation category. We have written commitment from the ANF that they will not unreasonably withhold its agreement to allow these employees to be employed on a fixed term basis.*

*A draft letter to the ANF is attached.*

- 35.3** An employee engaged on a fixed term contract will be notified in writing prior to the commencement of employment of the starting and finishing dates of employment, or in lieu of a finishing date, notified of the specific circumstances relating to the situation listed above.

**CLAUSE 36 – AGENCY AND CASUAL EMPLOYMENT**

- 36.1** Agency engagements are not the preferred method of delivery of services and will only be used in extraordinary circumstances, such as:
- . Where there are no other suitably qualified employees available in the short term
  - . Where there is a bona fide emergency or urgent work requirement
  - . Where the skills required cannot be obtained internally in the short term
- 36.2.1** An employee may elect to work on a casual basis during a period of parental leave without affecting the prior status of employment with the Health Service.

- 36.2.2** Any period of casual employment will stand-alone and will not accrue towards entitlements under this Agreement.

### **CLAUSE 37 – RURAL GRATUITIES**

- 37.1** For the purposes of this clause:

**37.1.1** “continuous service” means any period for which an employee is paid including any period when the employee is absent from his/her duties on full or part pay, but does not include any cumulative period exceeding nine working days during which the employee is absent on leave without pay, on workers compensation, or on parental leave.

**37.1.2** “eligible employees” means employees employed by a health service on a permanent basis located within Zone 1 as defined in this clause. (Does not include casual employees, temporary contract employees or agency staff).

**37.1.3** Zone 1 encompasses the Kimberley Health Service, East Pilbara Health Service, West Pilbara Health Service, Ashburton Health Service, Murchison Health Service, Gascoyne Health Service, Laverton Leonora Health Service, and Kalgoorlie Boulder Health Service.

**37.1.4** “new employee” means an employee who was employed by a Zone 1 Health Service subsequent to certification of this Agreement.

**37.1.5** “existing employee” means an employee who was employed by a Zone 1 Health Service prior to, and has remained continuously employed with a Zone 1 Health Service since, the date of certification of this Agreement.

- 37.2** Gratuity Payments will be payable subject to-

**37.2.1** For new employees employed by East Pilbara Health Service, West Pilbara Health Service, Ashburton Health Service, Murchison Health Service, Gascoyne Health Service, Laverton Leonora Health Service and Kalgoorlie Boulder Health Service.

**37.2.1.1** Following the completion of a minimum term of two years’ continuous service from the date of certification of this Agreement or from commencement of employment with a Zone 1 Health Service, whichever is the later, eligible employees shall be entitled to a gratuity payment. The initial payment following the two year accrual will be calculated as a percentage of 8 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below).

**37.2.1.2** Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.

- 37.2.2** For existing employees employed by the Murchison Health Service and the Laverton Leonora Health Service

**37.2.2.1** Following the completion of a minimum term of two years’ continuous service from the date of certification of this Agreement, eligible employees shall be entitled to a gratuity payment. The initial payment following the two year accrual will be calculated as a percentage of 8 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below)

**37.2.2.2** Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent

payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.

**37.2.3** For existing employees employed by the East Pilbara Health Service, West Pilbara Health Service, Ashburton Health Service and the Gascoyne Health Service.

**37.2.3.1** Following the completion of a minimum term of two years' continuous service from the 20 th day of May 1999 (being the date of certification of the 1999 Agreement) or from commencement of employment with one of the Health Services subject to this subclause, whichever is the later, eligible employees, except those employed at the location of Exmouth, shall be entitled to a gratuity payment. The initial payment following the two year accrual will be calculated as a percentage of 8 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below)

**37.2.3.2** Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.

**37.2.3.3** Existing employees employed at the location of Exmouth were not in receipt of a gratuity payment under the previous agreement. As such for the purposes of this agreement clause 37.2.2 will apply for this group of employees.

**37.2.4** For employees employed by the Kimberley Health Service.

**37.2.4.1** Following the completion of a minimum term of one years' continuous service from the 28 th day of March 2000 (being the date of certification of the 1999 Agreement) or from commencement of employment with the Kimberley Health Service, whichever is the later, eligible employees shall be entitled to a gratuity payment. The initial payment following the one year accrual will be calculated as a percentage of 3 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below)

**37.2.4.2** A second gratuity payment will be made at the end of an additional year of service completed by the employee. The subsequent payment will be calculated as a percentage of 5 weeks substantive base weekly wage dependent on the location in which the employee served.

**37.2.4.3** Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served.

**37.2.5** For existing employees employed by the Kalgoorlie Boulder Health Service.

**37.2.5.1** Following the completion of a minimum term of eighteen months continuous service from the 6 th day of August 1999 (being the date of certification of the 1999 Agreement) or from commencement of employment with the Kalgoorlie Boulder Health Service, whichever is the later, eligible employees shall be entitled to a gratuity payment of \$1200.

**37.2.5.1.1** Notwithstanding that an eligible employee may elect to forfeit their accrual of time for the \$1200 payment and commence a new two year accrual from the date of registration of this agreement. The initial payment following the two year accrual will be calculated as a percentage of 8 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below).

**37.2.5.1.2** Existing employees will have two months from the date of certification of this agreement to advise the Kalgoorlie Boulder Health Service which option they intend to take.

**37.2.5.2** Subsequent gratuity payments will be made at the end of each additional year(s) of continuous service completed by the employee. The subsequent payment will be calculated as a percentage of 4 weeks substantive base weekly wage dependent on the location in which the employee served. (See table below)

**37.3** The proportion of the gratuity payable depends on which location the eligible employee is employed and was determined in accordance with the criteria used for the establishment of the North West gratuities under the previous enterprise agreement. The gratuity proportions for locations within Zone 1 have been determined as follows.

<b>Group A</b>	<b>Group B</b>	<b>Group C</b>
<b>No Gratuity</b>	<b>75%</b>	<b>100%</b>
Broome	Carnarvon	Coonana
	Coolgardie	Cue
	Derby	Fitzroy Crossing
	Kalgoorlie	Halls Creek
	Kambalda	Laverton
	Karratha	Leonora
	Kununurra	Marble Bar
	Newman	Meekatharra
	Port Hedland	Menzies
	Tom Price	Mount Magnet
	Exmouth	Onslow
		Paraburdoo
		Roebourne
		Sandstone
		Wickham
		Wyndham

**37.4** Eligible employees who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, can transfer their accrual, providing they serve at least six months at each location, on each occasion.

**37.4.1** Eligible employees who serve less than six months in a Zone 1 location, who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, may only transfer their accrual if they have the written approval from the General Managers of the Health Services concerned.

**37.4.2** If the percentage of the gratuity differs from one location to the other then a pro-rata calculation will be made and paid accordingly upon the gratuity falling due.

**37.5** Eligible employees who are promoted, demoted, or elect to take on a position at a lower level than their initial position, on a permanent basis during a qualifying period, will receive a gratuity that is pro rata to the time spent at each level and paid accordingly upon the gratuity falling due.

**37.6** Eligible employees who act in higher duties positions during the life of this agreement are not eligible for the higher gratuity payment regardless of the length of acting undertaken.

**37.7** Part-time employees shall receive a payment that is pro-rata to the average number of hours worked during the qualifying period.

- 37.8** Casual employees, Temporary employees, and Agency Staff are not eligible for payment of a gratuity. Any length of service accrued as a casual employee will not be recognised should that casual employee become a permanent employee.
- 37.9** The offer of a gratuity payment to new employees as per this clause will cease upon the expiry of this agreement. Existing employees part way through a qualifying period will only be able to access their next due gratuity payment at the end of that qualifying period, notwithstanding that such qualifying period may be completed subsequent to expiry of this Agreement. The continuance of gratuity payments will be addressed in future agreements.
- 37.10** An employee who commences employment with a Zone 1 Health Service after the expiry of this Agreement shall not be entitled to payment of a gratuity as per the conditions of this Agreement.
- 37.11** When paying the gratuity the following provisions must be observed:
- 37.11.1** where possible the gratuity will be paid as a lump sum on the first pay day following the completion of each qualifying period. However, for tax purposes, the payment should be averaged (taxed at the marginal rate),
- 37.11.2** gratuity payments will not be cumulative,
- 37.11.3** paid leave is included as part of a qualifying period. The cash equivalent of paid leave will not be included as service for the purpose of this payment,
- 37.11.4** the gratuity does not apply for superannuation purposes,
- 37.11.5** the gratuity is not "all purpose" and should not be included for the calculation of overtime, penalties and leave loading.
- 37.11.6** the increment level, within a classification level, that the employee was receiving at the time the gratuity payment fell due will be used to calculate the base weekly wage.
- 37.11.7** for pro rata calculations following a change in classification level of an employee during a qualifying period, the increment level, within a classification level, that the employee was receiving prior to changing classification level will be used to calculate the base weekly wage for that pro rata period.
- 37.1** It is acknowledged that a gratuity payment provision has been included in this Agreement as a bona fide attempt to improve the recruitment and retention of registered nurses by the Zone 1 Health Services. It is agreed that twelve months prior to the expiry of this Agreement a working party will evaluate the success of this initiative in improving recruitment and reducing staff turnover. Any future incentives to be offered will take into account the recommendations of the working party.

***The payment of rural gratuities can only apply to employees of the particular Health Service named in this Clause. This includes Remote Area Nurses. There is no authority for any other application of this model***

#### **CLAUSE 38 – GRATUITY PAYMENT – MERREDIN HEALTH SERVICE**

- 38.1** Nurses directly employed by the Merredin Health Service who complete a period of 18 months of continuous service with the Merredin Health Service will be entitled to a gross payment of \$1200 at the completion of each 18 month period of continuous service.
- 38.2** Part time employees will be paid on a pro rata basis as their hours bear to 38.

- 38.3** For the purposes of this clause,  
(i) Service shall not be deemed to include periods of leave without pay, parental leave and other leave in excess of 13.5 weeks per 18 month period.  
(ii) The accrual service period shall commence from the 23rd August 1999.
- 38.4** The continuation of the incentive payment will be linked to satisfactory performance management outcomes to be reviewed within six months of the expiration of this agreement.
- 38.5** No pro rata payment will be made to employees who complete less than eighteen months service.

***The payment of rural gratuities can only apply to employees of the particular Health Service named in this Clause. This includes Remote Area Nurses. There is no authority for any other application of this model***

#### **CLAUSE 39 – GRATUITY PAYMENT – GERALDTON HEALTH SERVICE**

- 39.1** This clause relates to Registered Nurses employed in Geraldton Health Service's Accident and Emergency, Intensive Nursing, Maternity and Operating Theatre Units.
- 39.2** Following the completion of eighteen (18) months continuous service, commencing from the date of certification of this Agreement or from commencement, whichever is the later, the employee is entitled to a payment of \$1200.
- 39.3** Part time Registered Nurses shall receive a payment that is pro rata to the average number of hours worked during the eighteen (18) month period.
- 39.4** Casual employees are not eligible for payment.
- 39.5** Continuous service is defined as any period where an employee is paid including any period when the employee is absent from his/her duties on full or part pay but does not include any cumulative period exceeding two (2) weeks during which the employee is absent on leave without pay.
- 39.6** An employee can elect to take the retention payment as a lump sum or over a period of six pay periods.
- 39.7** Where at the instruction of the employer, the employee works at other locations than in subclause 39.1 then this will count as service. However, if the employee opts to work in another location then this period of employment will be excised from the period of continuous service.
- 39.8** The payment of the retention allowance is only valid for those employees employed during the life of this Agreement.

***The payment of rural gratuities can only apply to employees of the particular Health Service named in this Clause. This includes Remote Area Nurses. There is no authority for any other application of this model***

#### **CLAUSE 40 – GRATUITY PAYMENT – MIDWEST HEALTH SERVICE**

- 40.1** This clause relates to Registered Nurses employed by Boards comprising the Midwest Health Service.



- 40.2** Following the completion of eighteen (18) months continuous service, commencing from the date of certification of this Agreement or from commencement of contract, whichever is the later, the employee is entitled to a payment of \$1200.
- 40.** Part time Registered Nurses shall receive a payment that is pro rata to the average number of hours worked during the eighteen (18) month period.
- 40.4** Casual employees are not eligible for payment.
- 40.5** Continuous service is defined as any period where an employee is paid including any period when the employee is absent from his/her duties on full or part pay but does not include any cumulative period exceeding two (2) weeks during which the employee is absent on leave without pay.
- 40.6** An employee can elect to take the retention payment as a lump sum or over a period of six pay periods.
- 40.** Where at the instruction of the employer, the employee works at other locations than in subclause 40.1 then this will count as service. However, if the employee opts to work in another location then this period of employment will be excised from the period of continuous service.
- 40.** The payment of the retention allowance is only valid for those employees employed during the life of this Agreement.

*The payment of rural gratuities can only apply to employees of the particular Health Service named in this Clause. There is no authority for any other application of this model*

#### **CLAUSE 41 – SIGNATORIES TO THE AGREEMENT**

**APPENDIX 1 – WAGES SCHEDULE**

	Current Wage	A 2-May-01 5%	B 2-Nov-01 \$15	C 2-May-02 4.5%	D 2-Nov-02 \$15	E 2-May-03 4%
<b>EMHN</b>						
Pay point 1	543.90	571.00		596.80		620.70
Pay point 2	555.50	583.20		609.50		633.90
Pay point 3	567.10	595.40		622.30		647.10
Pay point 4	578.60	607.50		634.90		660.30
Pay point 5	590.00	619.50		647.40		673.30
Pay point 6		* 629.50		657.80		684.10
		*effective 1 July 2001				
<b>Registered Nurse</b>						
Level 1.1	625.10	656.40		685.90		713.30
Level 1.2	653.80	686.50		717.40		746.10
Level 1.3	682.80	716.90		749.20		779.20
Level 1.4	711.60	747.20		780.80		812.00
Level 1.5	740.50	777.50		812.50		845.00
Level 1.6	769.30	807.80		844.10		877.90
Level 1.7	798.10	838.00		875.70		910.70
Level 1.8			853.00	891.40		927.00
Level 1.9					906.40	942.60
Level 2.1	827.00	868.40	883.40	923.10	938.10	975.60
Level 2.2	846.10	888.40	903.40	944.10	959.10	997.40
Level 2.3	865.40	908.70	923.70	965.20	980.20	1019.40
Level 2.4	884.60	928.80	943.80	986.30	1001.30	1041.40
Level 3.1	938.20	985.10		1029.40		1070.60
Level 3.2	960.40	1008.40		1053.80		1096.00
Level 3.3	982.40	1031.50		1077.90		1121.10
Level 3.4	1004.40	1054.60		1102.10		1146.20
Level 4.1	1121.90	1178.00		1231.00		1280.20
Level 4.2	1207.60	1268.00		1325.00		1378.00
Level 4.3	1293.30	1358.00		1419.40		1476.20
Level 5.1	1121.90	1178.00		1231.00		1280.20
Level 5.2	1195.30	1255.10		1311.50		1364.00
Level 5.3	1293.30	1358.00		1419.40		1476.20
Level 5.4	1391.20	1460.80		1526.50		1587.60
<b>Mother Craft Nurses</b>						
Year 1	504.20	529.40		553.20		575.40

<b>Year 2</b>	<b>513.40</b>	<b>539.10</b>	<b>563.30</b>	<b>585.90</b>
<b>Year 3</b>	<b>526.80</b>	<b>553.10</b>	<b>578.00</b>	<b>601.20</b>
<b>Year 4</b>	<b>540.90</b>	<b>567.90</b>	<b>593.50</b>	<b>617.20</b>
<b>Year 5</b>	<b>554.60</b>	<b>582.30</b>	<b>608.50</b>	<b>632.90</b>

**APPENDIX 2 – LIST OF RESPONDENTS**

The Board of Management Albany Health Service PO Box 252 ALBANY WA 6330	The Board of Management Collie Health Service Deakin Street COLLIE WA 6225	The Board of Management Gascoyne Health Service PO Box 417 CARNARVON WA 6701
The Board of Management Ashburton Health Service PO Box 56 TOM PRICE WA 6751	Corrigin District Hospital Board Kirwood Street CORRIGIN WA 6375	The Board of Management Geraldton Health Service PO Box 22 GERALDTON WA 6530
Augusta Health Board Donovan Street AUGUSTA WA 6290	Commissioner of Health 189 Royal Street EAST PERTH WA 6004	Gnowangerup District Hospital Board Yougenup Road GNOWANGERUP WA 6335
The Board of Management Avon Health Service PO Box 312 NORTHAM WA 6401	Cunderdin District Hospital Board Cubbine Street CUNDERDIN WA 6407	The Board of Management Goomalling Health Service PO Box 107 GOOMALLING WA 6640
Beverley District Hospital Board PO Box 142 BEVERLEY WA 6304	Dalwallinu District Hospital Board PO Box 115 DALWALLINU WA 6609	Harvey District Hospital Board 45 Hayward Street HARVEY WA 6220
Boddington District Hospital Board Hotham Road BODDINGTON WA 6390	The Board of Management Denmark District Hospital PO Box 95 DENMARK WA 6333	Hon. Minister for Health Dumas House Havelock St West Perth
The Board of Management Boyup Brook Health Service PO Box 147 BOYUP BROOK WA 6244	The Board of Management Dongara Health Service PO Box 175 GERALDTON WA 6531	Jerramungup Hospital Board PO Box 53 JERRAMUNGUP WA 6337
Bridgetown District Hospital Board PO Box 136 BRIDGETOWN WA 6255	The Board of Management Donnybrook/Balingup Health Service Bentley Street DONNYBROOK WA 6239	The Board of Management Kalgoorlie – Boulder Health Service Locked Bag 7 KALGOORLIE WA 6433
The Board of Management Brookton Health Service PO Box 58 BROOKTON WA 6306	Dumbleyung District Memorial Hospital Board PO Box 138 DUMBLEYUNG WA 6350	The Board of Management Katanning Health Service Clive Street KATANNING WA 6317
Bruce Rock Memorial Hospital Board Dunstall Street BRUCE ROCK WA 6418	The Board of Management Dundas Health Service PO Box 155 NORSEMAN WA 6443	Kellerberrin Memorial Hospital Board 51 – 63 Gregory Street KELLERBERRIN WA 6410
The Board of Management Bunbury Health Service PO Box 301 BUNBURY WA 6230	The Board of Management East Pilbara Health Service PO Box 63 PORT HEDLAND WA 6721	The Board of Management Kimberley Health Service PMB 930 DERBY WA 6728
Busselton Health Board Locked Bag 3 BUSSELTON WA 6280	The Board of Management Esperance Health Service PO Box 339 ESPERANCE WA 6450	Kojonup District Hospital Board Spring Street KOJONUP WA 6395

<p>Kukerin Nursing Post Board PO Box 19 KUKERIN WA 6325</p>		<p>Kondinin District Hospital Board PO Box 2 KONDININ WA 6367</p>
<p>The Board of Management Kununoppin and Districts Health Service Leake Street KUNUNOPPIN WA 6489</p>	<p>The Board of Management Murchison Health Service PO Box 82 MEEKATHARRA WA 6642</p>	<p>Quairading District Hospital Board Harris Street QUAIRADING WA 6383</p>
<p>The Board of Management Lake Grace and Districts Health Service PO Box 189 LAKE GRACE WA 6353</p>	<p>Nannup Health Service Carey Street NANNUP WA 6275</p>	<p>The Board of Management Ravensthorpe Health Service PO Box 53 RAVENSTHORPE WA 6346</p>
<p>The Board of Management Laverton and Leonora Health Service PO Box 21 LAVERTON WA 6440</p>	<p>Narembeen Health Services Board Ada Street NAREMBEEN WA 6369</p>	<p>The Board of Management Roebourne District Hospital PO Box 81 ROEBOURNE WA 6718</p>
<p>Margaret River Health Board Farrelly Street MARGARET RIVER WA 6285</p>	<p>Narrogin Regional Hospital Board PO Box 336 NARROGIN WA 6312</p>	<p>Southern Cross District Hospital Board Coolgardie Road SOUTHERN CROSS WA 6426</p>
<p>The Board of Management Merredin Health Service PO Box 241 MERREDIN WA 6415</p>	<p>Next Step Specialist Drug and Alcohol Services Board 7 Field Street MOUNT LAWLEY WA 6050</p>	<p>Tambellup Nursing Post Board PO Box 123 TAMBELLUP WA 6320</p>
<p>Metropolitan Health Service Board Ground Floor 1 Havelock Street WEST PERTH WA 6005</p>	<p>The Board of Management Nickol Bay Hospital PO Box 519 KARRATHA WA 6714</p>	<p>The Board of Management Wagin Health Service PO Box 222 WAGIN WA 6315</p>
<p>Moora District Hospital Board PO Box 154 MOORA WA 6510</p>	<p>Northampton/Kalbarri Health Service Board PO Box 400 NORTHAMPTON WA 6535</p>	<p>Warren District Hospital Board PO Box 179 MANJIMUP WA 6258</p>
<p>The Board of Management Morawa and Districts Health Service PO Box 229 MORAWA WA 6623</p>	<p>Northcliffe District Hospital Board Wheatley Coast Road NORTHCLIFFE WA 6262</p>	<p>The Board of Management Wickepin Health Service PO Box 117 WICKEPIN WA 6370</p>
<p>The Board of Management Mukinbudin Health Service Cnr Ferguson and Maddock Street MUKINBUDIN WA 6479</p>	<p>North Midlands District Hospital Board PO Box 138 THREE SPRINGS WA 6519</p>	<p>The Board of Management Wickham District Hospital PO Box 103 WICKHAM WA 6370</p>
<p>Mullewa Health Services Board of Management PO Box 167 MULLEWA WA 6630</p>	<p>Peel Health Services Board McKay Street PINJARRA WA 6208</p>	<p>Williams Medical Centre Board PO Box 42 WILLIAMS WA 6390</p>
	<p>Pemberton District Hospital Board Hospital Avenue PEMBERTON WA 6260</p>	<p>Wongan Hills District Hospital Board PO Box 250 WONGAN HILLS WA 6603</p>
	<p>Pingelly District Hospital Board PO Box 63 PINGELLY WA 6308</p>	<p>Wyalkatchem – Koorda and Districts Hospital Board</p>

<p>Yalgoo Nursing Post Board Lot 26 Stanley Street YALGOO WA 6635</p> <p>The Board of Management Yarloop Health Services Barrington – Knight Road YARLOOP WA 6218</p>	<p>Plantagenet District Hospital Board PO Box 21 MOUNT BARKER WA 6324</p>	<p>Honour Avenue WYALKATCHEM WA 6485</p>
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**APPENDIX 3 – WA GOVERNMENT HEALTH SERVICES PROPOSAL FOR SALARY PACKAGING**

- 1.1 An employee may, by written agreement with the employer, salary sacrifice up to 30% of their base wage (excluding penalty and overtime payments and allowances) in return for employer provided non-cash benefits of equivalent value. Provided that the employer agrees that for the term of this Agreement the offering of salary packaging will not be withheld.
- 1.2 Remuneration Packaging will be provided in accordance with the provisions of this Agreement and the Western Australian Government Health System Remuneration Packaging Policy and Procedures, and conditions agreed in the Remuneration Packaging Agreement Letter.
- 1.3 Remuneration Packaging shall operate at no cost to the employer. Should there be an increase in the cost of the Remuneration Packaging provided under this clause, inclusive of changes to fringe benefit or other tax liability, such an increase in costs will be passed on to the employee.
- 1.4 The employer may cancel Remuneration Packaging arrangements if they are no longer cost neutral to the employer by giving at least 4 weeks notice in writing to the employee. Provided that the employer cannot retrospectively cancel any Remuneration Packaging arrangement.
- 1.5 The cancellation of Remuneration Packaging will not cancel or otherwise affect the operation of this Agreement.

**APPENDIX 4 – ANF PROPOSAL FOR SALARY PACKAGING****1. Salary Packaging Arrangements**

- 1.1 An employee may, by written agreement with the employer, salary sacrifice up to 30% of their base wage (excluding penalty and overtime payments and allowances) in return for employer provided non-cash benefits of equivalent value. Provided that the employer agrees that for the term of this Agreement the offering of salary packaging will not be withheld.
- 1.2 Remuneration Packaging will be provided in accordance with the provisions of this Agreement and the Western Australian Government Health System Remuneration packaging Policy and Procedures and conditions agreed in the Remuneration Packaging Agreement Letter.
- 1.3 Remuneration Packaging shall operate at no cost to the employer. Should there be an increase in the cost of the Remuneration Packaging provided under this clause, inclusive of changes to fringe benefit or other tax liability, such an increase in costs will be passed on to the employee.
- 1.4 The employer may cancel Remuneration packaging arrangements if they are no longer cost neutral to the employer by giving at least four weeks notice in writing to the employee, provided that the employer cannot retrospectively cancel any Remuneration Packaging arrangement.
- 1.5 The employee may terminate his or her remuneration packaging arrangement by giving four weeks notice in writing.
- 1.6 The cancellation of remuneration packaging does not cancel or otherwise affect the operation of this Agreement.
- 1.7 An employee who has entered into a remuneration packaging arrangement shall revert to their normal salary from the effective date of terminating the arrangement.
- 1.8 Employer superannuation contributions payable in accordance with the requirements of the State Government Superannuation Board and/or in accordance with the provisions of any Superannuation Scheme implemented under Commonwealth Superannuation legislation, and any employee contributions required to be made in accordance with the above Superannuation Schemes or arrangements, are to be paid at a rate calculated by reference to a rate not less than the gross rate of salary payable under this Agreement prior to any remuneration packaging.
- 1.9 Penalty payments and leave loading payable under this Agreement shall continue to be calculated on the employee's pre-packaged base rate of pay.



**SUMMARY OF DATES FROM WHICH PROVISIONS WILL APPLY****PROVISIONS TO APPLY FROM 2 MAY 2001****1. Clause 8 – Wages**

A 5% wage increase is payable from 2 May 2001 (in accordance with the rates specified at Column A of Appendix 1 – Wages Schedule).

**2. Clause 9 – Career Structure**

As of 1<sup>st</sup> July 2001 any Enrolled Mental Health Nurse who has been classified at Level 1.5 for a period of twelve months shall be reclassified Level 1.6.

**3. Clause 14 – Night Duty Arrangements**

The loading on the ordinary rates of pay for a nurse (other than Registered Nurses Level 4 or Level 5) who works a complete rostered shift between the hours of 1830 and 0730 on a weekday shall be 20%.

**NOTE: Other shift and weekend/public holiday payments will need to be adjusted in accordance with the 5% increase payable from 2 May 2001.**

**4. Clause 16 - On Call and Recall**

The hourly on call rate (\$3.39 per hour from 2 May 2001). The on call rate is NOT to be paid in respect to any period for which overtime is paid.

**5. Clause 31 – Remote Area Nurses**

Provisions contained in this clause which refer to wages and/or allowances will apply from 2 May 2001.

**PROVISIONS TO APPLY FROM 09 AUGUST 2001 (Date of Certification)****1. Clause 11 – Student Midwives****2. Clause 15 - Overtime**

Subclause 15.3 Where overtime is worked there shall be a break of 9.5 hours between shifts.

**3. Clause 16 – On Call and Recall**

Clause 16.2 Telephone advice

Clause 16.3.1 Recall for DONs to provide clinical nursing duties.

**NOTE: These provisions can not operate retrospectively because the introduction is subject to employer direction that the service is required.**

**4. Clause 17 – Hours of Work**

**1. ADOs for Full Time Employees** – Subclause 17.2.1 (ie ability for health services to roster nurses for up to 12 single days).

**2. ADOs for Part Time Employees** – access to these entitlements can only operate from certification of the agreement (subject to the specified criteria being met).

3. **70-hour contract Staff increasing to Full Time Work** – subclause 17.3 can only operate from certification of the Agreement.
5. **Clause 20 – Leave Entitlements**
  1. **Clause 20.1.7** – Revised definition of Continuous Shift employee.
  2. **Clause 20.2** – Entitlement to 10 days public holiday leave per year (pro rata for part time). 50% loading for all hours actually worked on a public holiday.
  3. **Clause 20.3** – Long service leave at ½ pay or double pay.
  4. **Clause 20.4** – Paid parental leave.
  5. **Clause 20.5** – Access to deferred salary scheme
6. **Clause 22 – Professional Development**
7. **Clause 23 – Professional Development – Graduate Nurses**
8. **Clause 24 – Qualification Allowance**

Payment of the qualification allowance may be backdated to 2 May 2001 provided nurses meet the criteria specified in the clause.
9. **Clause 28 – Leave to Attend Union Business**
10. **Clause 29 – Trade Union Training Leave**
11. **Clause 34 – Filling of Vacancies**
12. **Clause 25 – Fixed Term Engagements**
13. **Clause 36 – Agency Engagements**

**APPLICATION FOR QUALIFICATIONS ALLOWANCE**

**EMPLOYEE PERSONAL DETAILS:**

SURNAME:	GIVEN NAMES:
DIVISION:	POSITION:
DATE COMMENCED IN CURRENT POSITION:	

**DETAILS OF QUALIFICATION:**

NAME OF QUALIFICATION: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_\_

STATEMENT OF RELEVANCE TO CURRENT POSITION/PRACTICE/ROLE:  
 \_\_\_\_\_

**Please attach evidence of qualification**

QUALIFICATION MEETS CRITERIA (Please tick one box)

- Hospital based certificate which must be of one years duration (or two academic semesters) duration, or the renal dialysis certificate.
- Post graduate certificate or diploma, which must be "articulated" with a university and must have been taken over a period of at least two semesters.
- Masters or PhD qualification, which must be relevant to the area of nursing practice or position or role that, the nurse is currently working in.

-----  
SIGNATURE OF EMPLOYEE

-----/-----/-----  
DATE

**Please note: As per Clause 24.6 of the Nurses (WA Government Health Services) Agreement 2001 this is a 'once-only' payment and as such you are entitled to one allowance payment Only regardless of the qualifications held.**

**Recommended/ Not Recommended. Comments (include evidence that the applicant has worked for 12 months post qualification in area of specialty).**

-----  
SIGNATURE OF CLINICAL MANAGER

-----/-----/-----  
DATE

**Recommended/ Not Recommended  
Comments**

-----  
DIRECTOR OF NURSING / HSM

-----/-----/-----  
DATE

**AGREEMENT TO PAY ALLOWANCE**

I hereby authorise the payment of a qualifications allowance as per Clause 24.5 of the Nurses (WA Government Health Services) Agreement 2001 for the above stated qualification.

-----  
Executive HR Manager

-----/-----/-----  
DATE

Entered on HRIS                      Date -----

Copy to Payroll -----

Affix this section to the back of the application.

#### **CLAUSE 24 - QUALIFICATIONS ALLOWANCE**

- 24.1** A qualifications allowance will be paid to nurses who satisfy the criteria set out below. This allowance will be in the form of a one-off payment.
- 24.2** The allowance will become payable to nurses, who hold a qualification, as defined below, that is relevant to the nurses current practice or position or role. To be entitled to the allowance, nurses must be in the practice or position or role to which the qualification is relevant for a period of at least 12 months. This period of 12 months may accrue from any time from and including 2 May 2000 until the expiry date of the certified agreement.
- 24.3** The qualifications that will attract this allowance will be the following:
- Hospital based certificates which must be of one years' (or two academic semesters;) duration, or the renal dialysis certificate.
  - Postgraduate certificates or diplomas which must be "articulated" with a university and must have been taken over a period of at least two semesters.
  - Masters or PhD qualifications, which must be relevant to the area of nursing practice or position or role that, the nurse is currently working in.
- 24.4** Conversion degrees and non-tertiary qualifications or certificates (other than those referred to above) do not attract the allowance
- 24.5** The allowance that is payable is 3% of the current base rate salary of the nurse, as at the date at which the nurse became eligible to be paid the allowance (ie on the expiry of the 12 months referred to above).
- 24.6** **This** payment will be a **once-only payment** for each nurse; ie nurses will not be entitled to receive two qualification allowance payments.

**DRAFT LETTER TO ANF RE FIXED TERM ENGAGEMENTS**

**Place on Health Service Letterhead**

Enquiries:     (Name)  
                  (Position)  
                  (Contact phone number)

Mr Mark Olson  
State Secretary  
Australian Nursing Federation  
PO Box 8240  
PERTH BUSINESS CENTRE WA 6849

Fax (08) 9218 9455

Dear Mark

**RE:   CLAUSE 35 – FIXED TERM ENGAGEMENTS – NURSES (WA  
GOVERNMENT HEALTH SERVICES) AGREEMENT 2001**

The \_\_\_\_\_ Health Service seeks the Federation's Agreement to engage  
*Ms/Mr* \_\_\_\_\_ on a fixed term contract for a period of \_\_\_ months,  
commencing \_\_\_\_\_ pursuant to subclause 35.2 of the Agreement.

The purpose of engaging *Ms/Mr* \_\_\_\_\_ on a fixed term contract, rather  
than the preferred permanent employment is that *she/he* does not have permanent  
residency status in Australia.

Given the expected commencement date of *Ms/Mr* \_\_\_\_\_ employment is  
\_\_\_\_\_ your written agreement to employ *Ms/Mr* \_\_\_\_\_ on a fixed term  
arrangement would be appreciated by \_\_\_\_\_.

If you have any queries regarding this matter please contact \_\_\_\_\_ at the  
\_\_\_\_\_ Health Service on \_\_\_\_\_.

Yours sincerely

\_\_\_\_\_(signature)  
\_\_\_\_\_(name)  
\_\_\_\_\_(position)  
\_\_\_\_\_(date)