

**LHMU ENROLLED NURSES AND NURSING ASSISTANTS DEPARTMENT
OF HEALTH INDUSTRIAL AGREEMENT 2004**

AGREEMENT NO. AG 252 of 2004

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the LHMU Enrolled Nurses and Nursing Assistants Department of Health Industrial Agreement 2004.

2. ARRANGEMENT

PART 1 - APPLICATION & OPERATION OF AGREEMENT	0
1. TITLE	1
2. ARRANGEMENT	1
3. DEFINITIONS	2
4. AREA, INCIDENCE AND PARTIES BOUND	2
5. PERIOD OF OPERATION	3
6. RELATIONSHIP TO AWARDS & RRR AGREEMENT	4
7. AIMS OF AGREEMENT	5
8. WORKFORCE DEVELOPMENT	5
9. COMMITMENT TO BARGAINING	6
10. NO FURTHER CLAIMS	6
PART 2 - GENERAL CONDITIONS	7
11. PERMANENCY OF EMPLOYMENT AND RELIEF COVER	7
12. SHIFT WORK	9
13. MAINTAINING PARITY IN CONDITIONS	10
14. ACCRUED DAYS OFF	11
15. CLASSIFICATION STRUCTURE & WAGES	11
16. UNDERPAYMENTS	13
17. HIGHER DUTIES ALLOWANCE	13
18. SALARY PACKAGING	13
19. ON CALL AND RECALL	15
20. MEAL AND TEA BREAKS	15
21. ROSTERS	15
22. CLINIC NURSES	15
PART 3 - LEAVE	16
23. ANNUAL LEAVE	16
24. ANNUAL LEAVE TRAVEL CONCESSIONS	16
25. LONG SERVICE LEAVE	17
26. CASHING OUT LEAVE ENTITLEMENTS	18
27. PERSONAL LEAVE	18
28. PARENTAL LEAVE	21
29. BEREAVEMENT LEAVE	27
30. PURCHASED LEAVE - 48/52 SALARY ARRANGEMENT	28
31. PURCHASED LEAVE - DEFERRED WAGES ARRANGEMENT	29

32.	BLOOD/PLASMA DONORS LEAVE	29
33.	EMERGENCY SERVICES LEAVE	30
34.	LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES	30
35.	CULTURAL/CEREMONIAL LEAVE	32
36.	STUDY LEAVE	32
37.	PROFESSIONAL DEVELOPMENT LEAVE	34
38.	INTERNATIONAL SPORTING EVENTS LEAVE	34
	PART 4 – WORKLOAD MANAGEMENT	34
39.	NURSING HOURS PER PATIENT DAY	34
	PART 5 - DISPUTE RESOLUTION	36
40.	DISPUTE RESOLUTION PROCEDURE	36
	PART 6 - UNION & DELEGATES RECOGNITION & RIGHTS	38
41.	UNION & DELEGATES RECOGNITION & RIGHTS	38
	SCHEDULE A – SIGNATORIES	43
	SCHEDULE B – PRINCIPLES OF ROSTERING	44
	SCHEDULE C – WORKLOAD MANAGEMENT	44

3. DEFINITIONS

“Agreement” means the LHMU Enrolled Nurses and Nursing Assistants Department of Health Industrial Agreement 2004.

“Award” means the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978.

“MGCA Award” means the Miscellaneous Government Conditions and Allowances Award No A4 of 1992.

“Employer” means any Employer party to this Agreement as defined in Clause 4(2) and Clause 4(3).

“Hospital” means any public hospital, health care facility or other facility controlled by one of the Employers’ party to this Agreement.

"Ordinary Rate of Pay" means the weekly rate of pay as prescribed in Clause 15 - Classification Structure and Wages.

“RRR Agreement” means the Western Australian Government/ Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004.

“Union” means the Liquor, Hospitality and Miscellaneous Union, WA Branch.

4. AREA, INCIDENCE AND PARTIES BOUND

- (1) This agreement applies throughout the state of Western Australia and is binding on the parties and on employees to which the Award applies.

- (2) The parties to the agreement are:
- (a) The Liquor, Hospitality and Miscellaneous Union, WA Branch.
 - (b) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
 - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
 - (ii) the Peel Health Services Board,
 - (iii) the South West Health Board,
 - (iv) the WA Country Health Service.
 - (c) The Board of the Western Australian Centre for Pathology and Medical Research.
 - (d) The Western Australian Alcohol and Drug Authority.
- (3) (a) The Director General of Health is the delegate of the Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA). In this capacity the Director General acts as the “Employer” for the purposes of this Agreement.
- (b) If the Director General of Health onward delegates any capacity to act as the “Employer” to a Chief Executive of a Health Service or to any other office holder the Director General of Health shall inform the Union in writing of the terms of the delegation. An office holder who acts in accordance with the terms of a delegation from the Director General of Health shall be deemed to have acted as the “Employer” for the purposes of this Agreement.
- (4) The estimated number of employees bound by this Agreement at the time of registration is 1750.

5. PERIOD OF OPERATION

- (1) This Agreement shall operate from the date of registration until its expiry on 6 October 2007 and replaces the Enrolled Nurses and Nursing Assistants (WA Government Health Services) Enterprise Agreement 2002.
- (2) The parties undertake to commence negotiations for a replacement agreement in April 2007.
- (3) The Employer will provide Union Delegates paid leave to participate in the process of negotiating a replacement agreement to this Agreement:

- (a) Six (6) months prior to the expiry date of this Agreement the Employer shall release an agreed number of accredited delegates to attend negotiation planning meetings.
- (b) In the absence of any agreement on the number of delegates to be released, the maximum number to be released shall be fifteen (15).
- (c) The Union may determine from which workplaces delegates will be drawn, provided that, if more than one delegate is drawn from any one facility, the operation of that facility shall not be unduly affected.
- (d) Any dispute about the number to be released from any particular facility shall be dealt with via the Dispute Settlement Procedure.
- (e) The conditions under which leave is granted shall be same as prescribed for granting Union Training Leave.
- (f) The maximum entitlement to leave during the prescribed period shall be a total of twelve (12) hours plus the reasonable travel time required to attend meetings.

6. RELATIONSHIP TO AWARDS & RRR AGREEMENT

Awards

- (1) This Agreement shall be read and interpreted in conjunction with the following awards:
 - (a) Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978; and
 - (b) Miscellaneous Government Conditions and Allowances Award No A4 of 1992.
- (2) Where an inconsistency exists between this Agreement and the respective awards, this Agreement shall take precedence.

RRR Agreement

- (3) Except to the extent of any inconsistency with the provision of this Agreement, the provisions of the Western Australian Government/Liquor, Hospitality and Miscellaneous Union Redeployment, Retraining and Redundancy Certified Agreement 2004 AG837139 PR952480 (the RRR Agreement), as amended or replaced, shall apply as though they were express terms of this Agreement.
- (4) To avoid doubt the following provisions of the RRR Agreement do not apply:
 - (a) Clause 1 - Title
 - (b) Clause 2 - Arrangement
 - (c) Clause 3 - Operation of Agreement
 - (d) Clause 4 - Application of Agreement

- (e) Clause 5 - Definitions except for the definition of "Government", "Public Sector", "Redeployment" and "Redundancy".
- (f) Clause 13 - Dispute Settling Procedure
- (g) Clause 14 - No Further Claims
- (h) Schedule B

7. AIMS OF AGREEMENT

The aims of the Agreement are to enable the parties to develop and implement strategies which recognise and achieve productivity improvements without impairing the quality of support services and of patient care; and enhance job satisfaction, security and remuneration.

8. WORKFORCE DEVELOPMENT

Review of Classification Structure

- (1) There will be a review of the classification structure for enrolled nurses and nursing assistants. The objective of the review will be to establish what changes may be required to ensure the structure reflects appropriate relativities between nursing assistants, enrolled nurses and registered nurses. The review shall have particular regard to scope of nursing practice, educational qualifications, and to the skills and competence of enrolled nurses.
- (2) A joint reference group will be established for the purposes of the review. The reference group will be constituted as an industry consultative committee with an equal number of members nominated by the Employer and the Union and will be convened by the Chief Nursing Officer of Western Australia by no later than February 2005.
- (3) The joint reference group will make recommendations on the classification structure within 6 months from the date the group first meets or by 31 August 2005, whichever is the earlier date.
- (4) Without limiting the scope of the review, consideration shall be given to whether:
 - (a) the pay rates of Level 4 Enrolled Nurses should be aligned with Level 1.1 (Graduate) Registered Nurses employed by the Employer; and
 - (b) a new classification of 'Specialist Enrolled Nurse' should be introduced to apply to those Enrolled Nurses with expertise in an area of advanced clinical specialisation which is in line with the National Nursing and Nursing Education Review 2002.

Scope of Practice

- (5) There will be no artificial limitations placed on the scope of enrolled nurses practice.

- (6) Enrolled nurses will to the fullest extent reasonably practicable in each clinical setting in which they are employed be afforded the opportunity to work within the scope of enrolled nursing practice.
- (7) Nursing assistants will not be required to work outside the scope of work which may appropriately be undertaken by nursing assistants.
- (8) The Chief Nursing Officer of Western Australia (CNO) will publish and oversee the implementation of a policy on the scope of enrolled nursing practice which will have uniform application in all Hospitals and give uniform effect to the Report of the Scope of Nursing Practice Project (2002) including the Decision Making Framework. The CNO will provide the Union with a report on the implementation of the scope of enrolled nursing practice in all Hospitals every six months unless the parties agree otherwise. The policy will be published by no later than March 2005. The Employer will implement the policy in consultation with the Union.
- (9) The Chief Nursing Officer of Western Australia (CNO) will publish and oversee the implementation of a policy on the recognition of competencies related to the scope of enrolled nursing practice which will have uniform application in all Hospitals. The CNO will provide the Union with a report on the implementation of the policy in all Hospitals every six months unless the parties agree otherwise. The policy will be published by no later than March 2005. The Employer will implement the policy in consultation with the Union. Without limiting the scope of the policy it will provide for mechanisms to ensure mutual recognition of competencies amongst all Hospitals.

Advanced Skill Enrolled Nurses

- (10) Subject to the availability of suitably qualified employees, the Employer shall ensure that the employment levels of Advanced Skills Enrolled Nurses, as a proportion of the total employed enrolled nurse population measured in Full-Time Equivalents (FTE), are a minimum of:
 - (a) 24% by 30 June 2005;
 - (b) 27% by 30 June 2006; and
 - (c) 30 % by 30 June 2007.

9. COMMITMENT TO BARGAINING

Employees engaged to work in classifications covered under the Award will not be employed under any form of individual contract or agreement made pursuant to the Workplace Relations Act 1996, or the Industrial Relations Act 1979, as amended or superseded from time to time.

10. NO FURTHER CLAIMS

The parties will not make any further claims, with respect to wages and working conditions covered by this Agreement during the term of the Agreement.

PART 2 - GENERAL CONDITIONS

11. PERMANENCY OF EMPLOYMENT AND RELIEF COVER

(1) Commitments

- (a) The parties to this Agreement agree that permanent employment is the preferred form of engagement for employees covered by this Agreement.
- (b) The parties to this Agreement agree that casual employment and agency engagements are not the preferred methods of delivery of services, and the Employer will work towards minimising the use of casual and agency workers in Hospitals.
- (c) The parties to this Agreement agree that all leave will ordinarily be covered, provided that nothing in this agreement requires the Employer to provide leave cover where it can be demonstrated that such cover is not operationally necessary in a particular case.
- (d) Each Hospital will;
 - (i) Employ permanent relief staff or ensure sufficient Full Time Equivalent (FTE) are utilised for planned annual leave and planned Accrued Day Off (ADO) relief requirements in accordance with Hospital activity; and
 - (ii) Maintain a pool of casual employees to be utilised for short-term work requirements.

(2) Fixed Term Contracts

- (a) Fixed term employees may only be engaged for the following situations:

Unexpected or unplanned leave.

Parental Leave.

Long Service Leave.

Long term sick leave.

Workers compensation.

Special projects.

Employees undertaking an accredited course of study.

To temporarily fill vacancies, where a decision has been made that the vacancy will be filled, while the recruitment process is undertaken.

Leave Without Pay.

Where the substantive occupant is working in another position for a temporary period which may involve higher duties.

The substantive occupant agrees to work part-time for one or more periods.

The substantive occupant is seconded to another position.

Annual Leave where staffing arrangements are such that it is impractical to maintain a pool of staff to provide annual leave cover.

Accrued Days Off where staffing arrangements are such that it is impractical to maintain a pool of staff to provide ADO leave cover.

Any other situations as agreed between the Employer and the Union, either at an

industry or local level.

- (b) The contract of employment of a fixed term contract employee shall include the starting and finishing dates of employment, or in lieu of a finishing date, the specific circumstances relating to the situations as prescribed in subclause 11(2)(a).
- (c) The Employer shall provide to the Union, on request, the particulars of fixed term contract utilisation in a particular facility or part of a facility. The Employer shall provide such detail as is reasonably necessary to demonstrate that the fixed term contract utilisation is in each case consistent with the commitment given in this clause.

(3) Agency Employment

- (a) Agency engagements are not the preferred method of delivery of services and will only be used;
 - (i) If there are no other suitably qualified employees available in the short term
 - (ii) If there is a bona fide emergency or urgent work requirement;
 - (iii) If the skills required cannot be obtained internally in the short term.
- (b) The Employer shall provide to the Union, on request, the particulars of agency utilisation in a particular facility or part of a facility as follows:
 - (i) Number of individual Agency staff engaged in each classification;
 - (ii) Number of hours worked by Agency staff in each classification;
 - (iii) The name of each Agency that has supplied staff;
 - (iv) The amount paid per month for Agency staff in each classification.

(4) Casual Engagement

- (a) The Employer shall provide to the Union, on request, the particulars of casual utilisation in a particular facility or part of a facility as follows:
 - (i) Number of individual casual employees engaged in each classification;
 - (ii) Number of hours worked by casual employees in each classification;
 - (iii) The amount paid per month for casual staff in each classification;

(5) Relief Cover for Leave

- (a) The Employer shall provide to the Union, on request, all particulars of leave cover provided in a particular facility or part of a facility. The Employer shall provide such detail as is reasonably necessary to demonstrate that the leave coverage is in each case consistent with the commitment given in this clause.
- (b) The Employer shall where practicable organise its staffing such that all relief cover is routinely provided from within the ordinary establishment of permanent staff.
- (6) The Union may negotiate for increases in the number of permanent positions where an excessive use of agency workers, casual employment or fixed term contract employment is identified.
- (7) For the purposes of this clause “impractical” means not operationally viable because of factors such as the cost, the size or location of a facility.
- (8) The Employer shall respond in writing to a request for particulars of fixed term contract, casual employment and agency utilisation within 21 days of the request being made in writing by the Union.
- (9) Existing part-time, casual and fixed term contract employees within a Hospital shall be provided with the opportunity to fill vacant permanent positions. External applicants will only be considered where there is no suitable pool of existing casuals, part-time or fixed term contract employees with the required skills within the Hospital.

12. SHIFT WORK

This clause replaces Clause 24 “Shift Work” of the Award.

- (1) For the purposes of this clause:
 - (a) “Afternoon Shift” means any rostered shift, which commences on or after 12.00 noon and finishes after 6.00pm on weekdays.
 - (b) “Night shift” means any rostered shift, which commences on or after 8:30pm.
 - (c) “Saturday shift” means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
 - (d) “Sunday shift” means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.
 - (e) “Public Holiday shift” means ordinary hours worked on any public holiday named in Clause 11 of the Award.
- (2) The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm.
- (3) In addition to the ordinary rate of wage prescribed in this Agreement the following will apply:

- (a) A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on Afternoon shift for each hour worked.
 - (b) A loading of 20% per hour or pro rata for part thereof shall be paid to an employee rostered on Night shift for each hour worked.
 - (c) A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked.
 - (d) A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour. The exception is for any employee employed after 6 December 1999 or any employee who was employed prior to 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.
 - (e) Notwithstanding Clause 11 of the Award a loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked.
- (4) The rates prescribed in subclauses 3(a), and 3(b) shall be in substitution for and not cumulative on the rates prescribed in subclauses 3(c), 3(d) and 3(e).
 - (5) Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.
 - (6) An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.
 - (7) Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.
 - (8) The provisions of this clause shall not apply to community nurses or enrolled community nurses.

13. MAINTAINING PARITY IN CONDITIONS

(1) Existing Penalty Rates and Allowance Rates

If during the term of this agreement:

- (i) there is an increase in the quantum of a penalty rate or allowance paid to registered nurses arising from the replacement of the Nurses (WA Government Health Services) Agreement 2001 (AG809781 PR90770); and

- (ii) there is a pre-existing parity in the corresponding rates between enrolled nurses and registered nurses,

the employer shall vary quantum of the penalty rate or allowance payable under this Agreement to maintain the pre-existing parity. There shall be no such adjustment if the quantum paid to registered nurses decreases. To avoid doubt this provision applies to shift penalty rates, weekend penalty rates and on-call allowance rates but is not limited in its application to these rates.

(2) New or other conditions of employment

If during the term of this agreement, there is a change to the conditions of employment of registered nurses arising from the replacement of the Nurses (WA Government Health Services) Agreement 2001 (AG809781 PR90770), that is:

- (i) not specific to a particular classification or classifications of employees to whom the replacement Certified Agreement applies; and
- (ii) appropriate to Enrolled Nurses,

the employer shall vary the conditions of employment of nurses to whom this Agreement applies to adopt the corresponding terms of the replacement Certified Agreement. There shall be no such variation if the change would result in conditions of employment which are on balance less favourable than those prescribed under this Agreement.

14. ACCRUED DAYS OFF

- (1) Subject to this clause, employees may accrue days off in accordance with Clause 7 of the Award. The inclusion of this clause shall not be taken of itself to imply that there is any ground for diminishing employees' entitlements to accrued days off.
- (2) Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the Employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the Employer must give not less than:
 - (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
 - (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.
- (3) Taking of ADO's

Accrued days off can be taken at any time where agreed to by the Employer and employee.

15. CLASSIFICATION STRUCTURE & WAGES

Enrolled Nurses

- (1) The classification structure for Enrolled Nurses shall be as follows:
- (a) “Enrolled Nurse Level 1” is an Enrolled Nurse in the first year of employment.
 - (b) “Enrolled Nurse Level 2” is an Enrolled Nurse in the second year of employment.
 - (c) “Enrolled Nurse Level 3” is an Enrolled Nurse in the third year of employment.
 - (d) “Enrolled Nurse Level 4” is an Enrolled Nurse in the fourth year of employment.
 - (e) “Advanced Skill Enrolled Nurse” (ASEN) is an Enrolled Nurse appointed as such. An ASEN would ordinarily have at least 5 years relevant experience, have demonstrated experience and ongoing learning (either internally or externally) in extended nursing role functions not included in the pre-registration program, and have the ability to act as a resource/mentor to other Enrolled Nurses.
- (2) Subject to subclause 15(3), the weekly rates of pay payable to Enrolled Nurses covered by this Agreement shall be as follows:

	3.4% Weekly Rate Payable First Pay Period on and from 7 October 2004	1.8% Weekly Rate Payable First Pay Period on and from Registration of Agreement	4.3% Weekly Rate Payable From First Pay Period on and from 1 July 2005	3.7% Weekly Rate Payable From First Pay Period on and from 1 July 2006
Level 1	\$656.20	\$668.00	\$696.70	\$722.50
Level 2	\$668.00	\$680.00	\$709.20	\$735.40
Level 3	\$679.805	\$692.00	\$721.80	\$748.50
Level 4	\$707.40	\$720.10	\$751.10	\$778.90
ASEN	\$754.40	\$768.00	\$801.00	\$830.60

- (3) The wage increases provided under this Agreement shall be adjusted to reflect the quantum and effective dates of wages increases paid to registered nurses arising from the replacement of the Nurses (WA Government Health Services) Agreement 2001 (AG809781 PR90770) provided that no such adjustment shall be made if the wage outcomes for registered nurses are inferior to the wage outcomes provided under this Agreement. The intention of the parties is to ensure parity in terms of quantum and effective dates of wages increases between enrolled nurses and registered nurses.

Nursing Assistants

- (4) Subject to subclause 15(5), the weekly rates of pay for Nursing Assistants covered by this Agreement shall be as follows:

	3.4% Weekly Rate Payable First Pay Period on and from 7 October 2004	1.8% Weekly Rate Payable First Pay Period on and from Registration of Agreement	4.3% Weekly Rate Payable From First Pay Period on and from 1 July 2005	3.7% Weekly Rate Payable From First Pay Period on and from 1 July 2006
Year 1	\$589.40	\$600.00	\$625.80	\$648.90
Year 2	\$601.20	\$612.00	\$638.30	\$661.90

Year 3	\$616.90	\$628.00	\$655.00	\$679.20
--------	----------	----------	----------	----------

- (5) (a) The Year 3 Nursing Assistants' weekly rate of pay shall be maintained at 87.21% of the Level 4 Enrolled Nurses' rate and the current relativities between Year 3 Nursing Assistants' weekly rate of pay and the Year 2 and Year 1 weekly rates of pay will likewise be maintained.
- (b) If the weekly rate of pay of Level 4 Enrolled Nurses increases pursuant to subclause 15(3), the weekly rate of pay of Year 3 Nursing Assistants shall increase at the same time to 87.21% of the Level 4 Enrolled Nurses' rate, and the rates of pay for each other classification of Nursing Assistant shall also increase at the same time to maintain the current relativities between levels.

State Wage Case Increases After Nominal Expiry Date

- (6) If, after the nominal expiry date, this agreement continues in force pursuant to section 41(6) of the Industrial Relation Act 1979, the weekly wage rates of all employees shall increase at the same time and in the same amounts as provided to employees on the minimum award wage by subsequent Western Australian Industrial Relations Commission State Wage Cases. Any wage increases arising from the operation of this Clause shall be taken into account when determining wage increases in any replacement Agreement.

16. UNDERPAYMENTS

- (1) Where an employee is underpaid in any manner, the Employer will rectify the error as soon as practicable.
- (2) Notwithstanding subclause (1), an error shall be rectified no later than in the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred.
- (3) Notwithstanding the provisions of subclause (2), an employee shall be paid any underpayment immediately by way of a special payment where the underpayment of wages has created serious financial hardship.

17. HIGHER DUTIES ALLOWANCE

- (1) Where an Enrolled Nurse is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an Advanced Skills Enrolled Nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurse rate of pay for the entire shift.
- (2) Where an Enrolled Nurse is required to be on duty where the Health Service Manager/Registered Nurse is on call, the Enrolled Nurse will be paid at the Advanced Skills Enrolled Nurse rate for the entire shift. Provided where the Enrolled Nurse is in receipt of the allowance in accordance with subclause (1) this subclause will not apply.

18. SALARY PACKAGING

- (1) For the purposes of this Agreement, salary packaging shall mean an arrangement whereby the wage or salary benefit arising under a contract of employment is reduced, with another

or other benefits to the value of the replaced salary being substituted and due to the employee.

- (2) An employee may, by agreement with the Employer, enter into a salary packaging arrangement.
- (3) The Employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
- (4) The Employer shall not require an employee to enter into a salary packaging arrangement, provided that this clause will not impinge on any additional Employer provided benefits.
- (5) Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the Employer that sets out the terms and conditions of such salary packaging arrangement provided that the terms of such agreement shall comply with the terms of this clause.
- (6) Such agreement shall be formulated on the basis that, on balance, there shall be no material disadvantage of the employee concerned, and shall be cost neutral in relation to the total employment cost to the Employer.
- (7) The salary packaging arrangement must comply with relevant taxation laws and the Employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- (8) In the event of any increase or additional payments of tax or penalties associated with the employment of the employee, or the provision of Employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.
- (9) An employee may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice.
- (10) The Employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks notice if the Employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the Employer cannot retrospectively cancel any salary packaging arrangement.
- (11) Notwithstanding subclauses (9) and (10) the Employer and the employee may agree to forgo the notice period.
- (12) The cancellation of salary packaging will not cancel or otherwise effect the operation of this Agreement.
- (13) Clause 40 - Dispute Resolution Procedure shall be used to resolve any dispute arising from the operation of this clause.
- (14) For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed

in Clause 15 – Classification Structure & Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

19. ON CALL AND RECALL

- (1) An employee rostered to be on call will be paid the allowance prescribed in subclause (2) for each hour or part thereof the employee is on call.
- (2) The allowance applicable prior to the registration of this Agreement was \$3.68 per hour based on 18.75% of 1/38th of the rate of pay prescribed for a Level 1.2 Registered Nurse. This hourly rate will be increased in line with the percentage wage increases prescribed in Clause 15 - Classification Structure and Wages of this Agreement.
- (3) The payments referred to in subclause (1) will not be made in respect to any period for which overtime is paid when the employee is recalled to work.

20. MEAL AND TEA BREAKS

- (1) Meal breaks shall not be less than 30 minutes but shall not be counted as time worked. Provided that where an Enrolled Nurse is called on duty during a mealtime the period worked shall be counted in the ordinary working hours of duty.
- (2) Where an employee is unable to access their 30 minute unpaid meal break they will be paid for a straight through shift at ordinary rates.

21. ROSTERS

- (1) Employees shall be free from duty for not less than two full days in each week or four full days in each fortnight. Days off for full time employees shall, unless an emergency situation arises, be consecutive unless an alternative arrangement is agreed between the employee and the Employer.
- (2) Where practicable rosters will be posted at least fourteen days prior to the commencing date of the first working period in the roster. Rosters will in any event be posted not less than seven days prior to the commencing date of the first working period in the roster.

22. CLINIC NURSES

- (1) Notwithstanding subclause 7(7) of the Award, the following provisions will apply to Enrolled Nurses employed in clinics and departments.
- (2) Hours of Work

Enrolled Nurses employed in clinics and departments or where the service needs require them to function between 8.00am and 6.00pm Monday to Friday inclusive will be employed on the basis of 38 hours per week. There will be no accrual of days off.

- (3) Public Holidays

The provisions of Clause 11 of the Award will apply.

(4) Long Service Leave

The provisions of Clause 12 of the Award and Clause 25 of this Agreement will apply.

(5) Annual Leave

(a) An Enrolled Nurse employed in clinics and departments will be entitled to 4 weeks' annual leave with payment of ordinary wages after each twelve month's continuous service.

(b) A loading of 17.5% will be paid in addition to the ordinary wage payable under this subclause.

(6) Overtime

The provisions of Clause 8 of the Award will apply.

PART 3 - LEAVE

23. ANNUAL LEAVE

(1) By mutual agreement between the Employer and employee annual leave may be taken in multiple portions. This may include up to 5 single days. However at least one portion taken shall be not less than two consecutive weeks.

(2) Unless by mutual agreement in writing between the Employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Hospital, to be taken in periods of no less than five days.

24. ANNUAL LEAVE TRAVEL CONCESSIONS

(1) Employees stationed in remote areas

The travel concessions contained in the following table are provided to employees, their dependent partners and their dependent children when proceeding on annual leave from headquarters situated in District Allowance Areas 3, 5 and 6, and in that portion of Area 4 located north of 30 degrees South latitude.

(2) Employees are required to serve 12 continuous months in these areas before qualifying for travel concessions. However, employees who have less than 12 months continuous service in these areas and who are required to proceed on annual leave to suit the Employer's convenience will be allowed the concessions. The concession may also be given to an employee who proceeds on annual leave before completing the year's service provided that the employee returns to the area to complete the year's service at the expiration of the period of leave and should such employee not return or complete the required service the Employer may recover the value of the concession provided.

(3) The Employer will provide the concession by paying or reimbursing costs of annual leave travel for the employee, his/her dependent partner and his/her dependent children travelling with him/her up to the cost of the prevailing market rate for return economy airfares to Perth inclusive of GST

- (4) Where an employee elects to use transport other than their own, the Employer may require that the travel be booked through the Employer.
- (5) An employee travelling other than by air is entitled to payment of up to the equivalent fare calculated in accordance with this clause prior to the commencement of his / her leave.
- (6) Travel concessions not utilised within twelve months of becoming due will lapse.
- (7) Part-time employees are entitled to travel concessions on a pro rata basis according to the usual number of hours worked per week.
- (8) Travelling time shall be calculated on a pro rata basis according to the number of hours worked.

	Approved Mode of Travel	Travel Concession	Travelling Time
(a)	Air	Air fare for the Employee, and dependent partner and/or dependent children	One day each way
(b)	Road	Full motor vehicle allowance rates, but reimbursement not to exceed the cost of the return air fare for the employee, dependent partner and/or dependent children, travelling in the motor vehicle.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.
(c)	Air and Road	Full motor vehicle allowance rates for car trip, but reimbursement not to exceed the cost of the return air fare for the employee. Air fares for the dependent partner and/or dependent children.	On or North of 20° South Latitude - two and one half days each way. Remainder - two days each way.

25. LONG SERVICE LEAVE

- (1) Upon application by an employee, the Employer may approve of the taking by the employee:
 - (a) of double the period of long service leave on half pay, in lieu of the period of long service leave entitlement on full pay; or
 - (b) of any portion of his/her long service leave entitlement on full pay or double such period on half pay;
 - (c) A full time employee who, during a qualifying period towards an entitlement of long service leave was employed continuously on both a full time and part time basis may elect to take a lesser period of long service leave calculated by converting the part time service to equivalent full time service.
- (2) Long service leave may be taken in monthly multiples.

26. CASHING OUT LEAVE ENTITLEMENTS

- (1) The purposes of this clause is to allow employees the option of receiving payment in lieu of accrued entitlements to annual leave, long service leave and accrued days off when the employee's request stems from some personal circumstances which are out of the ordinary and have resulted in a particular need for money.
- (2) The inclusion of this clause shall not be taken of itself to imply that there are any grounds for diminishing an employees' entitlements to annual leave, long service leave or accrued days off.
- (3) (a) An employee may request, in writing, to be paid out part of his or her entitlement to annual leave, long service leave or accrued days off pursuant to this clause.
(b) The Employer shall consider the employee's application and respond in writing.
- (4) The rate of pay at which an accrued leave entitlement is paid out shall be the rate that would have been paid had the leave been taken.
- (5) The maximum amount of accrued leave which may be paid out at any time is the balance in excess of 20 days leave. The minimum 20 days leave retained can be comprised of either annual leave or accrued days off or a combination of both.

27. PERSONAL LEAVE

- (1) Introduction
 - (a) This clause replaces Clause 14 of the Award.
 - (b) The intention of Personal Leave is to give employees and Employers greater flexibility by providing leave on full pay for a variety of personal purposes. Personal leave is not to be used for circumstances normally met by other forms of leave.
 - (c) This clause does not apply to casuals.

(2) Transitional Arrangement

On commencement of the operation of this clause sick leave will cease to exist. All existing sick leave credits will be converted to cumulative personal leave and recorded in days or hours. Employees will receive an entitlement of two (2) days non-cumulative personal leave. An employee's current sick leave anniversary date will be maintained for the purposes of the personal leave entitlement.

(3) Entitlement

- (a) The Employer shall credit each permanent employee with the following personal leave credits:

	Personal Leave Cumulative	Personal leave Non-cumulative
--	------------------------------	----------------------------------

On the day of initial appointment	6.5 days	2 days
On completion of 6 months continuous service	6.5 days	
On the completion of 12 months continuous service	13 days	2 days
On the completion of each further period of 12 months continuous service	13 days	2 days

- (b) Where employees access personal leave, it shall be deducted from their non-cumulative entitlement in the first instance.
- (c) In the year of accrual the 15 days personal leave entitlement may be accessed in accordance with the provisions of this clause. On completion of each year unused personal leave up to a maximum of 13 days will be cumulative. Unused non-cumulative leave will be lost on completion of each anniversary year.
- (d) Notwithstanding the provisions of this clause, in accordance with the Minimum Conditions of Employment Act 1993, an employee must ensure a minimum of ten (10) days per anniversary year has been, or is available to be, utilised for the purpose of sick leave to cover absences from work for illness or injury. Five (5) days of this preserved entitlement may be utilised for the purposes of carers leave.
- (e) An employee employed on a fixed term contract for a period of twelve (12) months or more shall be credited with the same entitlement as a permanent employee. An employee employed on a fixed term contract for a period less than twelve (12) months shall be credited on a pro rata basis for the period of the contract.
- (f) A part time employee shall be entitled to the same personal leave credits as a full time employee, but on a pro rata basis according to the number of hours worked each fortnight. Payment for personal leave shall only be made for those hours that would normally have been worked had the employee not been on personal leave.
- (g) An employee is unable to access personal leave while on any period of parental leave or leave without pay. An employee is unable to access personal leave while on any period of annual or long service leave, except as provided for in subclauses 27(5)(c) and 27(5)(d).
- (h) Personal leave will not be debited for public holidays, which the employee would have observed.
- (i) If an employee has exhausted all accrued personal leave the Employer may allow the employee who has at least twelve (12) months service to anticipate up to five (5) days personal leave from next year's credit. If the employee ceases duty before accruing the leave, the value of the unearned portion must be refunded to the Employer, calculated at the rate of salary as at the date the leave was taken, but no refund is required in the event of the death of the employee.
- (j) In exceptional circumstances the Employer may approve the conversion of an employee's personal leave credits to half pay to cover an absence on personal leave due to illness.
- (k) Personal leave may be taken on an hourly basis.

(l) Personal leave will be paid at the ordinary rate of pay

(4) Application for Personal Leave

(a) Reasonable and legitimate requests for personal leave will be approved subject to available credits. Subject to subclause 27(3) the Employer may grant personal leave in the following circumstances:

- (i) where the employee is ill or injured;
- (ii) to care for members of his or her family or household who are ill or injured and in need of immediate care and attention;
- (iii) for unanticipated matters of a compassionate or pressing nature which arise without notice and require immediate attention; and
- (iv) by prior approval of the Employer having regard for agency requirements and the needs of the employee, planned matters where arrangements can not be organised outside of normal working hours or be accommodated by the utilisation of flexitime credits by employees working according to approved flexible working hours arrangements or other leave. Planned personal leave will not be approved for regular ongoing situations.

(b) Employees must complete the necessary application and clearly identify which of the above circumstances apply to their personal leave request.

(c) The definition of family shall be the definition contained in the Equal Opportunity Act 1984 for “relative”. That is, a person who is related to the employee by blood, marriage, affinity or adoption and includes a person who is wholly or mainly dependent on, or is a member of the household of the employee.

(d) Where practicable, the employee must give reasonable notice prior to taking leave. Where prior notice cannot be given, notice must be provided as early as possible on the day of absence. Where possible, an estimate of the period of absence from work shall be provided.

(5) Evidence

(a) An application for personal leave exceeding two consecutive working days shall be supported by evidence that would satisfy a reasonable person of the entitlement.

(b) Personal leave will not be granted where an employee is absent from duty because of personal illness directly caused by the misconduct of the employee.

(c) Where an employee is ill during the period of annual leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of the illness the employee was confined to their place of residence or a Hospital for a period of at least seven (7) consecutive

calendar days, the Employer may grant personal leave for the period during which the employee was so confined and reinstate annual leave equivalent to the period of confinement.

- (d) Where an employee is ill during the period of long service leave and produces at the time, or as soon as practicable thereafter, medical evidence to the satisfaction of the Employer that as a result of illness the employee was confined to their place of residence or a Hospital for a period of at least 14 consecutive calendar days, the Employer may grant personal leave for the period during which the employee was so confined and reinstate long service leave equivalent to the period of confinement.
- (e) Unused personal leave will not be cashed out or paid out when an employee ceases their employment.

(6) Worker's Compensation

Where an employee suffers a disability within the meaning of Section 5 of the Workers' Compensation and Rehabilitation Act 1981 which necessitates that employee being absent from duty, personal leave with pay shall be granted to the extent of personal leave credits. In accordance with section 80(2) of the Workers' Compensation and Rehabilitation Act 1981 where the claim for workers' compensation is decided in favour of the employee, personal leave credit is to be reinstated.

28. PARENTAL LEAVE

(1) Definitions

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the partner of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Employee" includes full time, part time, permanent and a fixed term contract employee up until the end of their contract period but does not include an employee engaged upon casual work.

(2) Basic entitlement

- (a) Employees are entitled to 52 weeks parental leave in relation to the birth or adoption of their child.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) an unbroken period of one week at the time of the birth of the child:

- (ii) an unbroken period of up to three weeks at the time of adoption / placement of the child; or
 - (iii) where the Employer agrees.
 - (c) In order to demonstrate to the Employer that, subject to paragraph (b), only one parent will be off on parental leave at a time an employee shall, when applying for parental leave, provide the Employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her partner.
 - (d) Except as provided by subclause (15), parental leave is unpaid.
- (3) Birth of a child
- (a) A pregnant employee will provide to the Employer at least ten weeks in advance of the expected date of birth:
 - (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of birth; and
 - (ii) written notification of the date on which she proposes to commence parental leave, and the period of leave to be taken.
 - (b) Subject to subclause (3)(c) and unless agreed otherwise between Employer and employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
 - (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an Employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
 - (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced parental leave, the employee may take unpaid leave (to be known as special parental leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which she is entitled, in lieu of, or in addition to, special parental leave.
 - (e) Where leave is granted under subclause (3)(d), during the period of leave an employee may return to work at any time, as agreed between the Employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
 - (f) Where the pregnancy of an employee then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Employer which shall not exceed four weeks from the

date of notice in writing by the employee to the Employer that she desires to resume work.

- (g) Where an employee then on parental leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special parental leave) as a registered medical practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special parental leave and parental leave shall not exceed twelve months.

(4) Adoption of a child

- (a) The employee will notify the Employer at least ten weeks in advance of the date of commencement of parental leave and the period of leave to be taken. An employee may commence parental leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The Employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The Employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

(5) Partner leave

An employee will provide to the Employer, at least ten weeks prior to each proposed period of parental leave:

- (a)
 - (i) for the birth of a child, a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; or
 - (ii) for the adoption / placement of a child the Employer may require an employee to provide confirmation from the appropriate government authority of the placement, and
- (b) written notification of the date on which he/she proposes to start and finish the period of parental leave.

(6) Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

Unless agreed otherwise between the Employer and employee, an employee may apply to their Employer to change the period of parental leave on one occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements.

(8) Parental leave and other entitlements

(a) An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave, long service leave, and TOIL or other time off entitlements accrued under flexible working arrangements, subject to the total amount of leave not exceeding 52 weeks.

(b) Subject to all other leave entitlements being exhausted, an employee shall be entitled to apply for leave without pay following parental leave by up to 2 years. The Employer's approval is required for such an extension.

(9) Transfer to a safe job

(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.

(b) If the transfer to a safe job is not practicable, the employee may elect, or the Employer may require the employee, to commence parental leave.

(10) Entitlement to Part-Time employment

(a) Where:

(i) an employee is pregnant, and has a doctors certificate advising that it would be preferable on clinical grounds for the employee to work part-time; or

(ii) an employee is eligible for parental leave, and the Employer agrees;

the employee may enter into an agreement, the terms of which are to be in writing, to work part-time in one or more periods at any time up to the child's third birthday or until the third anniversary of the placement of the

child.

- (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.

(11) Returning to work after a period of parental leave or part time work.

- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
- (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (9), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
- (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

(13) Continuity of Service

Notwithstanding any award, agreement or other provision to the contrary:

- (a) Absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award or this Agreement.
- (b) Commencement of part-time employment in accordance with this clause, and return from part time to full time work under this clause, shall not break the continuity of service or employment.

(14) Casual employment during parental leave.

- (a) Notwithstanding any other provision of this clause, an employee may be employed on a casual basis during a period of parental leave, provided that any period of such service shall not count as service for the purposes of any other provision of this Agreement or of the Award, and shall not break the continuity of

employment of such an employee nor change the employees employment status in regard to their substantive employment.

- (b) An employee shall not be engaged by the Employer as a casual employee whilst the employee is on a period of paid parental leave, or a period of accrued annual or long service leave taken concurrently with a period of unpaid parental leave.
- (c) An employee engaged for casual work pursuant to this subclause shall be employed at a level commensurate to the level of the available casual position.

(15) Paid parental leave will be granted to employees subject to the following.

- (a) An employee who is the primary care giver, and who has completed 12 months continuous service with the Employer or any Commonwealth, State or Territory public sector body or authority, will be entitled to six consecutive weeks paid parental leave from the anticipated birth date or for the purposes of adoption from the date of placement of the child, or from a later date nominated by the primary care giver, provided that for parental leave commencing on or after 1 January 2005 this entitlement will increase to seven (7) weeks paid parental leave and for parental leave commencing on or after 1 January 2006 it will increase to eight (8) weeks paid parental leave.

(b) Definitions

For the purposes of this subclause:

(i) "Continuous service" means service under an unbroken contract of employment and includes:

- (1) any period of leave taken in accordance with this clause;
- (2) any period of part time employment worked in accordance with the Award or this Agreement; and
- (3) any period of leave or absence authorised by the Employer, the Award or this Agreement.

- (c) Only one period of paid parental leave is available for each birth or adoption.
- (d) Contract employees' paid parental leave cannot continue beyond the expiry date of their contract.
- (e) Paid parental leave taken in accordance with paragraph (15)(a) will form part of the 52 weeks parental leave entitlement provided by this clause.
- (f) (i) Paid parental leave will be paid at ordinary rates and will not include the payment of any form of allowance or penalty payment.

- (ii) Notwithstanding paragraph (15)(a), parental leave may be paid either before or after any other paid leave taken during a period of parental leave
 - (g) Absence on paid parental leave counts as service for the purpose of accruing entitlements to sick leave, annual leave or long service leave.
 - (h) The Employer may request evidence of primary care giver status.
 - (i) Part time employees whose ordinary working hours have been subject to variations during the preceding 12 months may elect to average these hours for the purposes of calculating payment for paid parental leave. Alternatively, the employee may elect to be paid their ordinary working hours at the time of commencement of paid parental leave.
 - (j) Subject to the provisions of this subclause, all other provisions of this clause apply to employees on paid parental leave.
 - (k) The parties agree to meet to discuss the implications for this Agreement should the Federal Government introduce a universal paid parental leave scheme.
- (16) This clause replaces Clause 6 of the MGCA Award.

29. BEREAVEMENT LEAVE

- (1) Employees including casuals shall on the death of:
- (a) a partner of an employee;
 - (b) a child or step-child of an employee;
 - (c) a parent, step-parent, or grandparent of an employee;
 - (d) a brother, sister, step-brother or step-sister; or
 - (e) any other person who, immediately before that person's death, lived with an employee as a member of an employee's family;

be eligible for up to two (2) days paid bereavement leave, provided that at the request of an employee the Employer may exercise a discretion to grant bereavement leave to an employee in respect of some other person with whom the employee has a special relationship.

- (2) The two (2) days need not be consecutive.
- (3) Bereavement leave is not to be taken during any other period of leave.
- (4) An employee shall not be entitled to claim payment for bereavement leave on a day when that employee is not ordinarily rostered to work.

- (5) Payment of such leave may be subject to an employee providing evidence of the death or relationship to the deceased, satisfactory to the Employer.
- (6) Employees requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

30. PURCHASED LEAVE - 48/52 SALARY ARRANGEMENT

- (1) (a) At the request of an employee an Employer may agree to an arrangement ("the arrangement") whereby the employee accrues either 1 (51/52), 2(50/52), 3(49/52) or 4(48/52) weeks additional annual leave in lieu of salary of the equivalent value. Both the agreement to the arrangement and the time at which the additional leave is taken will be dependent on the operational requirements of the department where the employee works at the particular time.
- (b) Unless otherwise agreed between the employee and the Employer, an employee who enters into an arrangement under this sub clause does so in blocks of 12 months. Further, it will be assumed that, an employee having entered into the arrangement, the arrangement will be continuing from year to year unless the employee otherwise notifies the Employer in writing.
- (c) For the purposes of this sub clause and without limiting the meaning of the term, "operational requirements" may include:
 - (i) The availability of suitable leave cover, if required;
 - (ii) The cost implications;
 - (iii) The impact on client/patient service requirements; and
 - (iv) The impact on the work of other employees.
- (d) The portion of the employee's salary to be forfeited shall be calculated as a fortnightly amount and their fortnightly salary shall be decreased by that amount for the duration of the arrangement.
- (e) All annual leave taken during the course of the arrangement shall be paid at the reduced rate.
- (f) The additional leave shall continue to accrue while the employee is on leave during the course of the arrangement.
- (g) The reduced salary shall be used for all purposes during the course of the arrangement.
- (h) The additional leave shall not attract leave loading

- (2) It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on her/his allowances, superannuation and taxation, and the options, if any, available for addressing these.

31. PURCHASED LEAVE - DEFERRED WAGES ARRANGEMENT

- (1) By written agreement between the Employer and the employee, an employee may enter into a deferred salary scheme over a five year period in which the employee may be paid 80% of their ordinary salary over a four year period, with the unpaid component accrued over the four years, and paid out in equal instalments during the fifth year.
- (2) The fifth year will be treated as continuous service, but will not count as service for the purpose of accruing leave entitlements
- (3) Access to the leave when it falls due shall not be unreasonably refused by the Employer, but in any case the leave may only be deferred by agreement between the Employer and employee.
- (4) When deciding whether to support a particular request for this arrangement, the Employer will take into account factors such as operational requirements. In order to satisfy operational requirements, the number of employees allowed to work under the arrangement may be restricted at any one time, and/or the timing of the arrangement may need to be staggered.
- (5) By agreement the four year accrual period may be suspended. The employee will revert back to 100% of salary or access leave without pay, provided that except where longer periods of unpaid leave are otherwise prescribed by this Agreement (eg. Parental Leave), such non participatory periods shall not exceed 6 months. The commencement of the leave year shall be delayed by the length of the non-participatory period.
- (6) Where an employee withdraws from this arrangement in writing, or the employee's contract of employment terminates for any reason, the employee will receive a lump sum equal to the accrued credit. The payment of the lump sum may be deferred for a period of up to 3 months upon the employee's request, provided that where the contract has terminated the payment shall be made in his/her final pay.
- (7) Any paid leave taken during the first four years of this arrangement shall be paid at 80% of the employee's ordinary salary.
- (8) It is the responsibility of the employee to investigate the impact of any of the arrangements under this clause on her/his allowances, superannuation and taxation, and the options, if any, available for addressing these.

32. BLOOD/PLASMA DONORS LEAVE

- (1) Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- (a) prior arrangements with the supervisor have been made and at least two (2) days' notice has been provided; or
 - (b) the employee is called upon by the Red Cross Blood Centre.
- (2) The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
 - (3) Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
 - (4) Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

33. EMERGENCY SERVICES LEAVE

- (1) Subject to operational requirements, paid leave of absence shall be granted by the Employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.
- (2) The Employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- (3) The employee must complete a leave of absence form immediately upon return to work.
- (4) The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- (5) An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 33(2), 33(3) and 33(4).

34. LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES

- (1) The Employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- (2) Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- (3) Application for leave of absence for defence service shall, in all cases, be accompanied by evidence that the request for leave relates to reserve service or training . At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the Employer.
- (4) Paid leave
 - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for the purpose of attending a

training camp, school, class or course of instruction, subject to the conditions set out hereunder.

- (b) Part-time employees shall receive the same paid leave entitlement as full time employees but payment shall only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an employee shall be paid salary in advance when proceeding on such leave.
- (d) Casual employees are not entitled to paid leave for the purpose of defence service.

(5) Attendance at a Camp for Annual Continuous Obligatory Training

- (a) An employee is entitled to paid leave for a period not exceeding ten 76 hours on full pay in any period of twelve months commencing on 1 July in each year.
- (b) If the Officer in-Charge of a military unit certifies that it is essential for an employee to be at the camp in an advance or rear party, a maximum of 30.4 extra hours leave on full pay shall be granted in the twelve-month period.

(6) Attendance at One Special School, Class or Course of Instruction

- (a) In addition to the paid leave granted under subclause 34(5), an employee is entitled to a period not exceeding 16 calendar days in any period of twelve months commencing on July 1 in each year, provided the Employer is satisfied that the leave required is for a special purpose and not for a further routine camp.
- (b) In this circumstance, an employee may elect to utilise annual leave credits. However, if the leave is not taken from annual leave, salary during the period shall be at the rate of the difference between the normal remuneration of the employee and the defence force payments to which the employee is entitled if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and special rostered days off is to be excluded and no account is to be taken of the value of any board or lodging provided for the employee.

(7) Unpaid leave

- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclauses 34(5) and 34(6) shall be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of defence service.

(8) Use of other leave

- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

- (b) The Employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

35. CULTURAL/CEREMONIAL LEAVE

- (1) Cultural/ceremonial leave shall be available to all employees.
- (2) Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- (3) Employees are entitled to time off without loss of pay for cultural /ceremonial purposes, subject to agreement between the Employer and employee and sufficient leave credits being available.
- (4) The Employer will assess each application for ceremonial /cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- (5) The Employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- (6) Cultural /ceremonial leave may be taken as whole or part days off. Each day or part thereof, shall be deducted from:
 - (a) The employee's annual leave entitlements (where applicable); or
 - (b) Accrued days off or time in lieu.
- (7) Time off without pay may be granted by arrangement between the Employer and the employee for cultural/ceremonial purposes.

36. STUDY LEAVE

- (1) Study Leave
 - (a) Conditions for Granting Time Off
 - (i) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
 - (ii) Part-time employees are entitled to study leave on the same basis as full time employees.
 - (iii) 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.
 - (iv) 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.

- (v) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
- (vi) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (1) Hospital convenience provided that Hospital inconvenience can not be claimed because it is necessary to replace the employee by utilising increased hours for part time staff, short term contract staff, or casual relief staff. Budgetary constraints should not factor into Hospital convenience.
 - (2) the course being undertaken on a part-time basis;
 - (3) employees undertaking an acceptable formal study load in their own time;
 - (4) employees making satisfactory progress with their studies;
 - (5) the course being relevant to the employee's career in the Health Service and being of value to the Employer; and
 - (6) the course furthering the career of the employee.
- (b)
 - (i) 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 employee's 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (y) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

- (c) Approved Courses
 - (i) Two year full-time Certificate courses and Diploma courses provided by a registered vocational education and training institutions.
 - (ii) Secondary courses leading to the Tertiary Entrance Examination or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
 - (iii) First degree or Associate Diploma courses at a post-secondary education institution.
 - (iv) Courses recognised by the National Authority for the Accreditation of Translators and interpreters (NAATI) in a language relevant to the needs of the Public Sector.

37. PROFESSIONAL DEVELOPMENT LEAVE

- (1) 16 hours professional development leave will be granted to full time employees with pro rata entitlement to part time nurses.
- (2) Employees 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. Employees will not receive travel time in addition to this entitlement.
- (3) This entitlement does not accrue from year to year.
- (4) The 12-month period in which the leave is assessed commences from the date of registration of this Agreement.

38. INTERNATIONAL SPORTING EVENTS LEAVE

Special leave with pay may be granted by the employer to an employee chosen to represent Australia as a competitor or official, at a sporting event, which meets the following criteria:

- (a) it is a recognised international amateur sport of national significance; or
- (b) it is a world or international regional competition; and
- (c) no contribution is made by the sporting organisation towards the normal salary of the employee.

PART 4 – WORKLOAD MANAGEMENT

39. NURSING HOURS PER PATIENT DAY

- (1) The Employer will continue to manage nursing workloads and consult with nurses and the Union in accordance with the principles established in the Nurses (WA Government Health

Services) Exceptional Matters Order 2001 (PR914193) (the EMO) relating to workloads (Nursing Hours per Patient Day) during the life of this Agreement.

- (2) The Employer recognises the Union and enrolled nurses as parties on equal standing with the Australian Nursing Federation and registered nurses in the disposition of nursing workload matters pursuant to the principles established in the EMO.
- (3) The Union recognises the Australian Nursing Federation and the Health Services Union as interested parties in the disposition of nursing workload matters pursuant to the principles established in the EMO. The Employer shall not reach agreement with the Australian Nursing Federation or the Health Services Union on changes to established workload consultative processes other than with the concurrence of the Union. The Union shall not unreasonably withhold agreement on changes to established consultative processes.
- (4) To avoid doubt, the duties imposed on the Employer under the EMO, shall have effect as if the operative provisions of the EMO which are capable of contemporary application were express terms of this Agreement. The duties imposed on the unions and the employees shall likewise be binding on the Union party to this Agreement and the employees covered by this Agreement.
- (5) The following grievance procedure shall apply to a workload grievance.
 - (a) A workload grievance is a grievance stated in writing by a nurse, by the Union, or by the Employer, as a person aggrieved, about the nursing workload that a nurse is required to undertake, on the ground that:
 - (i) an unreasonable or excessive patient care or nursing task work load is being imposed on the nurse other than occasionally and infrequently;
 - (ii) to perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;
 - (iii) the workload requirement effectively denies any reasonably practicable access to the nurse's quota of time for professional development, within 12 months of the entitlement arising;
 - (iv) within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern;
 - (v) a reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
 - (vi) a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.

- (b) A workload grievance shall be progressed in accordance with Clause 40 Dispute Settlement Procedure.
- (6) The EMO is reproduced at Schedule C. Subject to this clause, the Employer shall comply with Schedule C in relation to managing nursing workloads.

PART 5 - DISPUTE RESOLUTION

40. DISPUTE RESOLUTION PROCEDURE

(1) Preamble

- (a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union, Employer or employee(s), shall be settled in accordance with the procedures set out herein.
- (b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

(2) Procedure

- (a) Any grievance, complaint or dispute arising under the Agreement or in the course of the employment of employees covered by the Agreement shall be dealt with in accordance with this clause.
- (b) The employee/s and the manager with whom the dispute has arisen shall discuss the matter and attempt to find a satisfactory solution, within three (3) working days. An employee may be accompanied by a Union representative.
- (c) If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant manager's superior and an attempt made to find a satisfactory solution, within a further three (3) working days. An employee may be accompanied by a Union representative.
- (d) If the dispute is still not resolved, it may be referred by the employee/s or Union representative to the Chief Executive Officer or his/her nominee.
- (e) Where the dispute cannot be resolved within five (5) working days of the Union representatives' referral of the dispute to the Chief Executive Officer or his/her nominee, either party may refer the matter to the Commission for conciliation and arbitration as required.
- (f) The period for resolving a dispute may be extended by agreement between the parties.
- (g) At all stages of the procedure the employee may be accompanied by a Union representative.
- (h) Notwithstanding the above the Union may raise matters directly with representatives of the Employer. In each case the Union and the Employer shall

endeavour to reach agreement. If no agreement is reached either party may refer the dispute to the Commission for conciliation and/or arbitration.

- (i) The status quo (ie the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedures outlined above.

(3) Disciplinary Procedure

Where the Employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisory or any other officer so authorised, may exercise the Employer's right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (b) The first two reprimands shall take the form of warnings, and if given verbally, shall be confirmed in writing as soon as practicable after the giving of the reprimand.
- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the Employer to summarily dismiss an employee for gross misconduct.

(4) Access To The Western Australian Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes, including those arising under this agreement, referred to in subclause (1) hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (ie. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

(5) Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Hospital management.

- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Hospital.

(6) **Definitions**

For the purpose of this procedure:

“**Employer**” includes an authorised officer nominated by the Employer.

“**Senior Officer**” means an officer nominated by management.

PART 6 - UNION & DELEGATES RECOGNITION & RIGHTS

41. UNION & DELEGATES RECOGNITION & RIGHTS

(1) Recognition

- (a) The Employer recognises the rights of the Union to organise and represent its members. Union representatives (“Delegates”) in the Hospital have a legitimate role and function in assisting the Union in the tasks of recruitment, organising, communication and representing members interests in the workplace.
- (b) The Employer shall distribute, with any pre-employment and/or orientation package the Employer ordinarily distributes to new employees, a flyer/information sheet provided by the Union. The flyer/information sheet shall provide information regarding Union membership, pay and conditions and representation of Union members within the workforce.
- (c) All management representatives will treat Union Delegates with respect and without victimisation, and this respect shall be mutually reciprocated.

(2) Union Delegates will be granted:

- (a) An assurance that issues raised will be promptly dealt with as per Clause 39 - Dispute Resolution Procedure.
- (b) Genuine consultation by the Employer for decisions impacting on Union members or employees eligible to be Union members.
- (c) Paid time to communicate during the Delegates' ordinary working hours with Union members and attend to Union business in the workplace. This will be negotiated at each Hospital. For example, the total pool of time available to all delegates at Royal Perth Hospital & Sir Charles Gardiner Hospital will be eight (8) hours per fortnight, which may be increased by agreement between the parties for the incidence of site or broader industrial issues.
- (d) Delegates shall consult with the Employer when paid time off is required. Any disagreements shall be dealt with via the Dispute Settlement Procedure.

(3) The Union shall give the names of Union Delegates to the relevant Employers in writing.

(4) Facilities

- (a) (i) The relevant Awards and Agreements shall be displayed on notice boards in the workplace where it is easily accessible to employees
- (ii) Employees on request shall be provided with a copy of this Agreement by the Employer. The Employer shall make sufficient copies available for this purpose.
- (b) Union Delegates will be provided with:
 - (i) Access to facilities including basic communication and information resources such as telephone, fax, e-mail, photocopier, stationery and access to meeting rooms to meet with individual or groups of members and perform Union business.
 - (ii) Access to all relevant information, including appropriate awards, agreements, job descriptions and policies.
 - (iii) Lockable notice boards in the ratio of one (1) notice board for every 200 beds or part thereof. Access to the Notice Board will be restricted to authorised Union Delegates. It is the responsibility of the Delegate to ensure that only authorised Union material is placed on the notice board.
 - (iv) A lockable cabinet.

(5) Organising the Workplace

Provided appropriate notice is given and the operation of the organisation is not unduly affected, Union Delegates shall have:

- (a) (i) A list of new employees, provided by the Employer each month, which identifies the time of commencement of new employees, their employment status, occupation, hours of work and work location.
- (ii) Time to discuss the benefits of Union membership with a new employee as part of their induction.
- (iii) Where the Employer conducts a group induction, which may be on or off site, the Union shall be given at least 14 days notice of the time and place of the induction. The Union will be entitled to at least thirty minutes to address new employees without Employer representatives being present.
- (b) Access to a private sheltered area for meetings of members. Details to be decided by local arrangement.
- (c) Access to rosters providing information regarding work location and shifts of employees. The rosters will be provided within five working days of request.

- (d) Quarterly paid general Union meetings, to a maximum duration of 1 hour. These meetings are to be arranged at a local level.
- (e)
 - (i) Paid monthly Union delegate meetings for each Hospital to a maximum of two (2) hours.
 - (ii) Quarterly paid regional delegate meetings to a maximum of two hours (plus reasonable travel time).
 - (iii) The option to aggregate the time available for meetings, pursuant to (i) and (ii) above, to meet the needs of country delegates.
- (f) Subject to compliance with the relevant clinical protocols at each facility, the right to enter the Employer's premises during working hours, including meal breaks, for the purpose of discussing with employees covered by this Agreement the legitimate business of the Union, or for the purpose of investigating complaints concerning the application of this Agreement/Award, but shall in no way unduly interfere with the work of the employees.
- (g) Subject to compliance with the relevant clinical protocols at each facility, the Secretary or authorised Union representative will be able to move freely within the Hospital, and shall not be required to be accompanied by any employee or agent of the Employer, but shall in no way unduly interfere with the work of the employees.

(6) Representation

The Employer shall grant paid leave during ordinary working hours to an employee:

- (a) Who is required to give evidence before any industrial tribunal;
- (b) Who as a Union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and Employer;
- (c) When prior agreement between the Union and Employer has been reached for the employee to attend official Union meetings preliminary to negotiations or industrial hearings;
- (d) Who as a Union nominated representative of the employees is required to attend joint Union/management consultative committees or working parties.

(7) Union Dues

The Employer agrees, upon receiving written authorisation from an employee, to provide to the Union within five (5) working days the employee's bank account details and subsequent changes from time to time for the purpose of enabling the employee to establish direct debit facility for the payment of Union dues.

(8) Paid Leave for Union Training

- (a) The Employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Union.
 - (b) 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.
 - (c) An employee shall be granted up to six (6) days paid leave each calendar year for Union training or similar courses or seminars. However, leave in excess of six days, and up to twelve 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 twelve (12) days.
 - (d) Country delegates will be paid travel time during normal working hours at the ordinary rate of pay to attend such training.
- (9) Rates of Pay During Absence on Union Training
- (a) Leave of absence will be granted at the ordinary rate of pay the employee would have received had they not been on leave.
 - (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during a Union Training course or seminar, a day off in lieu of that day will be granted.
- (10) Shift employees attending a Union Training course or seminar shall be deemed to have worked the shifts they would have worked had leave not been taken, and payment for such leave shall include shift penalties.
- (11) Application for Union Training Leave
- Any application by an employee shall be submitted to the Employer for approval at least four (4) weeks before the commencement of the leave, provided that the Employer may agree to a lesser period of notice.
- (12) (a) The Employer shall not be liable for any expenses associated with an employee's attendance at Union training.
 - (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the training.
- (13) Application
- (a) An employee shall not be entitled to paid leave to attend Union business other than as prescribed by this clause.
 - (b) 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.

- (c) The provisions of this clause shall not apply when an employee is absent from work without the approval of the Employer.

SCHEDULE A – SIGNATORIES

Signed

Neale Fong
Acting Director General of Health

____/____/____
Date

Signed

Common Seal

David Kelly
Secretary
Liquor Hospitality Miscellaneous Union
WA Branch

__24__/_12__/_04__
DATE

SCHEDULE B – PRINCIPLES OF ROSTERING

The following principles shall apply when considering major changes relating to rostering:

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an Employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the Employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the Employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Hospital and the Union.
9. At no stage of the process will the Union or the Employer veto considerations of any new rostering proposal.

SCHEDULE C – WORKLOAD MANAGEMENT

PR914193

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.99 notification of industrial dispute
s.120A application for orders of Commission on exceptional matters

Australian Nursing Federation and Others

and

The Honourable Minister for Health and Others
(C2001/1910)

Various employees

Health and welfare services

JUSTICE MUNRO
SENIOR DEPUTY PRESIDENT O'CALLAGHAN
COMMISSIONER O'CONNOR

SYDNEY, 11 FEBRUARY 2002

EXCEPTIONAL MATTERS ORDER

A. Further to the decision issued by the Commission on 17 December 2001 [Print PR912571], and the supplementary decision issued on 11 February 2002 [Print PR914192], the following order is made:

TITLE

This Order shall be known as the Nurses (WA Government Health Services) Exceptional Matters Order 2001.

PARTIES

The parties to this order are the Minister for Health in the State of Western Australia, (the Minister), the Australian Nursing Federation, (the ANF), and the employer respondents corresponding to those listed in Appendix 2 of the Nurses (WA Government Health Services) Agreement 2001, (the employer respondents), as identified in Attachment 1 to this Order.

APPLICATION

This Order applies to the employment in Western Australian Government Health Services by the Minister or by the employer respondents of employees, who are eligible to be members of the ANF and engaged within a classification provided for in clauses 9, 10, 11 and Appendix 1 of the Nurses (WA Government Health Services) Agreement 2001, and to work performed for each such employer that is work within the scope of the definitions for those classifications in clause 31 of the Nurses (ANF - WA Public Sector) Award 1994, (the Award), being work performed by an employee of the respondent employers.

PERSONS BOUND

This Order is binding upon the parties, and upon the officers and employees of each of the parties and upon employees who are the members of the ANF, or eligible to be members of the ANF.

DUTY TO PREVENT SUSTAINED UNREASONABLE WORKLOAD

5.1 Each respondent employer shall ensure that the work to be performed by an employee to whom this Order applies:

5.1.1 is of a nature that is reasonably consistent with the performance, over the ordinary time hours of a regular periodic roster, of duties and tasks within the employee's classification description at the standard required for observance of the Nurses' Code of Conduct requirement that the nursing care provided or about to be provided to a patient shall be adequate, appropriate, and not adversely affect the rights, health or safety of the patient client; and,

5.1.2 constitutes a workload that is not a sustained manifestly unfair or unreasonable workload having regard to the skills, experience and classification of the employee and the period over which the workload is imposed.

Provided that this clause shall not operate in respect of work that a respondent employer directs in order to meet emergency or extra-ordinary circumstances of an urgent kind so long as such work is not work regularly added to the employee's weekly or daily roster.

DUTY TO ALLOCATE AND ROSTER NURSES IN ACCORDANCE WITH PROCESS CONSISTENT WITH REASONABLE WORKLOAD PRINCIPLES

6.1 The respondent employers shall, from no later than 1 April 2002, implement in the allocation and rostering of nurses a developed form of the staffing model described as the "nursing hours per patient day model" (NHPPD), the main premises of which are set out in Attachment 2 to this Order.

6.2 Subject to clause 6.3, the premises of the NHPPD model shall be developed to include criteria and benchmarking measures for nursing work in wards or units not covered by a ward category and associated criteria specified in Attachment 2 and in particular for:

6.2.1 intensive care units;

6.2.2 surgical operating theatres;

6.2.3 cardiac/coronary units;

6.2.4 mental health units; and

6.2.5 emergency and accident departments.

6.3 The implementation of the NHPPD model by the respondent employers shall be undertaken in a way that allows for ongoing development and refinement of the model consistent with

overall allocation and rostering outcomes determining nursing staff resources to meet estimated workloads in accordance with the following key principles:

- 6.3.1 clinical assessment of patient needs;
- 6.3.2 the demands of the environment such as ward layout;
- 6.3.3 statutory obligations including workplace safety and health legislation;
- 6.3.4 the requirements of nurse regulatory legislation and professional standards; and
- 6.3.5 reasonable workloads.

DUTY TO CONSULT, COMMUNICATE AND CONSTRUCTIVELY INTERACT ABOUT HEALTH SERVICE PROVISION TO PATIENTS

7.1 General duties

- 7.1.1 Each respondent employer and the ANF shall together constitute and participate in a process for consultation and communication at industry level and at hospital level about overall nursing workload issues as an element in the provision of health services to patients.
- 7.1.2 The ANF shall not unreasonably oppose the best use being made of all available and appropriately skilled staff to bring about the most effective team for the optimal provision of health services to patients at general and ward level, without unnecessary conditions or task demarcations.

7.2 Nursing Workloads Consultative Process Committee

- 7.2.1 For the purpose of complying at industry level with the duties in clause 7.1, the Minister acting generally for Western Australian Government Health Industry (the WAGHI) respondent employers shall establish a Nursing Workloads Consultative Process Committee (the NWCP Committee). The founding membership of the NWCP Committee shall be four senior level representatives of the WAGHI respondent employers, including a chairperson, and two representatives from the ANF; plus a representative each from the Australian Liquor, Hospitality and Miscellaneous Workers Union (the LHMU), and the Health Services Union of Australia (the HSUA), if those organisations elect to nominate a representative for the purposes of representation on the NWCP Committee only in relation to that part of their memberships that deal with nursing and/or nursing care related issues directly. The NWCP Committee may by agreement increase or decrease its membership.
- 7.2.2 For the duration of this Order, every six months the Minister on behalf of WAGHI employers shall provide a detailed report to the NWCP Committee in relation to the steps being taken and the evaluation of progress in minimising adverse effects on workloads or patient service capacity in public hospitals. Such reports shall:
 - 7.2.2.1 provide available data about levels and changes in levels of workloads of employees eligible to be members of the ANF, the LHMU or the HSUA;
 - 7.2.2.2 outline measures the employers have taken to address and/or relieve the workload of the relevant employees, including specific steps taken;
 - 7.2.2.3 provide information as to the progress achieved in implementing these or other similar steps, or to generally relieve or alleviate the workload of these employees, and

7.2.2.4 provide information as to future plans or intentions in relation to proposals to address the question of workloads of these employees.

7.2.3 As far as practicable, the reports made under clause 7.2.2 shall be provided in writing. The first such report shall be provided to each member of the NWCP Committee on 22 March 2002. Reports shall be provided every six months after that date for the duration of this Order.

7.2.4 A meeting of the NWCP Committee shall be held on 29 March 2002 and thereafter meetings shall be held at the discretion of the NWCP Committee timed in broad conformity with the provision of reports.

7.3 Hospital Nursing Workload Consultative Committees And Area Nursing Workload Consultative Committees

7.3.1 For the purpose of complying at metropolitan hospital level with the duties in clause 7.1, the respective respondent employer for each metropolitan hospital (as set out in Attachment 3 to this Order) shall establish a Hospital Nursing Workload Consultative Committee (the HNWC Committee) to have an advisory role in reviewing, assessing and making recommendations to the Executive Nursing Team of each respective metropolitan hospital, on an as needs basis, regarding:

- nursing workloads generally;
- admissions, discharges and patient movements generally, including transfers;
- bed usage and management generally; and
- planning for bed or ward closures during downtimes or other exigencies (including a refusal by the Executive Nursing Team for the hospital to ratify the level of nursing care for a given patient load against nursing professional standards).

In establishing HNWC Committees, the respondent employer shall allow for the participation of up to 6 ANF representatives on each HNWC Committee and a corresponding number of WAGHI representatives.

7.3.2 For the purposes of complying at regional and rural hospital and health care facility level with the duties in clause 7.1, the respective respondent employer for each Area Health Authority shall establish an Area Nursing Workload Consultative Committee (the ANWC Committee) to have an advisory role in reviewing, assessing and making recommendations to the Executive Nursing Team of each hospital or health care facility for which each respective Area Health Authority has responsibility, on an as needs basis, regarding:

- nursing workloads generally;
- admissions, discharges and patient movements generally, including transfers;
- bed usage and management generally; and
- planning for bed and ward closures during downtimes or other exigencies (including a refusal by the Executive Nursing Team for the hospital to ratify the level of nursing care for a given patient load against nursing professional standards).

In establishing the ANWC Committees, the Area Health Authority shall allow for the participation of one ANF representative per health care facility for which it has responsibility and a corresponding number of WAGHI representatives.

- 7.3.3** If there is no Area Health Authority in existence that is responsible for a hospital or health care facility, the respective respondent employer for each such hospital or health care facility shall establish an appropriate NHWC Committee, with the same membership and role as that detailed in clause 7.3.1 of this Order.
- 7.3.4** If an Area Health Authority comes into existence and becomes responsible for a hospital or health care facility, the individual HNWC Committee at all of the hospitals or health care facilities for which that Area Health Authority has responsibility, will cease, and an ANWC Committee, with the same membership and role as that detailed in clause 7.3.2 of this Order will be established for that Area Health Authority.
- 7.4** Each of the consultative processes established under this clause shall operate as far as practicable without formality with a view to reaching a consensus about matters to be considered. By agreement of the relevant Committee, the matters to be considered may also include issues such as patient transfers to or from hospital through liaison with community health services units, the trauma service and the ambulance service, the refinement of the admissions and discharge policy for a hospital, and measures necessary to bring about the most effective team for the optimal provision of health services to patients at general ward level. Unless otherwise provided by this Order, the processes established under this clause are advisory. A respondent employer in relation to a particular matter referred to a committee may elect to be bound by any agreement reached at the relevant committee in respect of the matter referred.

VISIBILITY OF IMPLEMENTATION OF NHPPD MODEL AT WARD OR UNIT LEVEL

In giving effect to the duty in clause 6, each respondent employer shall ensure for the duration of this Order that the implementation of the NHPPD model, and any other mechanisms that may be in place to manage the workloads of nurses, shall be made clearly visible to and readily understood by, nurses at the ward or unit level. The precise mechanism for ensuring that this visibility and/or understanding is achieved may vary from site to site, health service to health service, but will result in the NHPPD being applied to identify a work roster that may be clearly understood by nurses at the ward or unit level.

MEASURES TO ENCOURAGE RE-ENTRY TO THE NURSING WORKFORCE

For the purpose of giving effect to the duties created by this Order, the parties shall take into account a commitment by the Department of Health of Western Australia and the respondent employers to continue to provide for the duration of this Order, free re-registration and refresher courses for nurses seeking to re-enter the nursing workforce; and for the Department of Health to continue to co-ordinate statewide recruitment for nurses to enter into these courses. The ANF shall encourage use of such courses.

GRIEVANCE PROCEDURE

- 10.1** Notwithstanding clause 30 of the Award and clause 19 of the Nurses (WA Government Health Services) Agreement 2001, the following grievance procedure shall apply to a workload grievance under this clause.
- 10.2** A workload grievance is a grievance stated in writing by an employee bound by this Order performing work to which this Order applies, by the ANF, or by a respondent employer, as a person aggrieved, about the nursing workload that a nurse is required to undertake, on the ground that:
- 10.2.1** an unreasonable or excessive patient care or nursing task work load is being imposed on the nurse other than occasionally and infrequently;
- 10.2.2** to perform nursing duty to a professional standard, a nurse is effectively obliged to work unpaid overtime on a regularly recurring basis;
- 10.2.3** the workload requirement effectively denies any reasonably practicable access to the nurse's quota of time for professional development, within 12 months of the entitlement arising;

- 10.2.4** within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern;
- 10.2.5** a reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
- 10.2.6** a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.
- 10.3** Before initiating the formal grievance process under this clause, the person aggrieved shall attempt to resolve with the appropriate and responsible employee, employer or organisation the matter giving rise to the grounds of the grievance. After such an attempt has failed, or if the attempt is manifestly likely to be unproductive of a resolution of the matter, the person aggrieved shall lodge a statement setting out details of the grievance with the Director of Nursing at the work location, and in the case of an aggrieved employee, with the ANF.
- 10.4** Where the grievance is not resolved within five working days, the Director of Nursing shall inform the Chief Executive Officer (CEO) of the Area Health Authority (or if one has not been established, the CEO or General Manager of the relevant hospital of health service as the case may be) responsible for the work location of the grievance and supply as soon as practicable a statement outlining the grievance and setting out the principal reasons why it has not been or cannot be resolved. Thereupon, the CEO of the Area Health Authority and one person nominated by the ANF, shall form a conciliation committee to attempt to resolve the grievance.
- 10.5** Where the grievance is not resolved within five working days of being brought to the Area Health Authority's CEO, the CEO of the Area Health Authority shall inform the Director General of Health of the grievance and supply as soon as practicable a statement outlining the grievance and setting out the principal reasons why it has not been or cannot be resolved. Thereupon, the Director General of Health or one person nominated by the Director General of Health and one person nominated by the ANF, shall form a conciliation committee to attempt to resolve the grievance.
- 10.6** A grievance shall be resolved where the parties to the grievance reach agreement. Where agreement is reached the parties at the work location shall be informed of the grievance resolution in writing including an implementation timetable and method of implementation.
- 10.7** The implementation of these procedures shall take place without delay and be completed as soon as practicable. The employer and the ANF shall each as far as practicable avoid action which may exacerbate the dispute or predetermine the outcome of an attempt to resolve the grievance.
- 10.8** A grievance that remains unresolved for a period of more than 15 working days Monday to Friday may be referred by the ANF or a respondent employer to a Board of Reference.
- 10.9** A Board of Reference under this clause shall be constituted comprising two nominees of the ANF and two nominees of the employer, and a member of the Australian Industrial Relations Commission as Chairperson.
- 10.10** The function of the Board of Reference shall be to resolve the grievance if practicable, without making a formal determination. If the Board of Reference is:
- 10.10.1** unable to resolve the grievance, but,
- 10.10.2** is satisfied that the ground for the grievance has been established; and
- 10.10.3** is satisfied that a determination on the basis of the grievance is necessary;
- the Board of Reference may make a determination in conformity with clause 10.11.
- 10.11** Subject to clause 10.10, a Board of Reference may determine:

- 10.11.1** in relation to a grievance under clause 10.2.1, 10.2.5, or 10.2.6, a principle to be applied for determining the workload relevant to the ground of the grievance being a principle capable of remedying the ground of grievance if applied by the responsible employer;
- 10.11.2** in relation to a grievance under clause 10.2.2 or 10.2.3, a right for the employee or employees affected to, or a duty on the employer to grant an entitlement which, if granted or enforced, would remedy in part or whole the ground of the grievance;
- 10.11.3** in relation to a grievance under clause 10.2.4, a process for consultation and reporting upon management decisions about patient workload or bed closures, not being a process inconsistent with clause 7 of this Order, that if introduced, would be appropriate to remedy the ground of the grievance.
- 10.11** In the event of representative members of the Board being equally divided in opinion, the Chairperson will cast his or her vote to give a majority decision.
- 10.12** A determination by the Board shall be binding upon the parties and the parties shall abide by any such determination as though it is a provision of this Order having a term co-extensive with the duration of this Order.

COMMENCEMENT DATE OF ORDER AND PERIOD OF OPERATION

This Order commences on 1 March 2002 and shall expire on 28 February 2004.

BY THE COMMISSION:

JUSTICE P.R. MUNRO

Printed by authority of the Commonwealth Government Printer

<Price code E >

RESPONDENT EMPLOYERS

1. Minister for Health
2. Avon Health Service
3. Central Great Southern Health Service Board
4. Beverley District Hospital Board
5. Bruce Rock Memorial Hospital Board
6. Corrigin District Hospital Board
7. Cunderdin District Hospital Board
8. Quairading District Hospital Board
9. Kellerberrin Health Services Board of Management
10. Kununoppin and Districts Health Service
11. Merredin Health Service
12. Mukinbudin Health Service
13. Narembeen Health Services Board
14. Southern Cross District Health Service
15. Wyalkatchem-Koorda and Districts Hospital Board
16. Gascoyne Health Service
17. Geraldton Health Service
18. Lower Great Southern Health Service Board
19. Dongara Health Service
20. Morawa and Districts Health Service
21. Mullewa Health Services
22. North Midlands Health Service
23. Northampton Kalbarri Health Services
24. Yalgoo Health Service
25. Murchison Health Service
26. Kalgoorlie-Boulder Health Service
27. Laverton and Leonora Health Service
28. Dundas Health Service
29. Esperance Health Service
30. Ravensthorpe Health Service
31. Varley Nursing Post
32. Boddington District Hospital Board
33. Brookton Health Service
34. Upper Greater Southern Health Service
35. Ashburton Health Service
36. Western Health Service

AND

<p>The Board of Management Albany Health Service PO Box 252 ALBANY WA 6330</p>	<p>The Board of Management Collie Health Service Deakin Street COLLIE WA 6225</p>	<p>The Board of Management Gascoyne Health Service PO Box 417 CARNARVON WA 6701</p>
<p>The Board of Management Ashburton Health Service PO Box 56 TOM PRICE WA 6751</p>	<p>Corrigin District Hospital Board Kirwood Street CORRIGIN WA 6375</p>	<p>The Board of Management Geraldton Health Service PO Box 22 GERALDTON WA 6530</p>
<p>Augusta Health Board Donovan Street AUGUSTA WA 6290</p>	<p>Commissioner of Health 189 Royal Street EAST PERTH WA 6004</p>	<p>Gnowangerup District Hospital Board Yougenup Road GNOWANGERUP WA 6335</p>
<p>The Board of Management Avon Health Service PO Box 312 NORTHAM WA 6401</p>	<p>Cunderdin District Hospital Board Cubbine Street CUNDERDIN WA 6407</p>	<p>The Board of Management Goomalling Health Service PO Box 107 GOOMALLING WA 6640</p>
<p>Beverley District Hospital Board PO Box 142 BEVERLEY WA 6304</p>	<p>Dalwallinu District Hospital Board PO Box 115 DALWALLINU WA 6609</p>	<p>Harvey District Hospital Board 45 Hayward Street HARVEY WA 6220</p>
<p>Boddington District Hospital Board Hotham Road BODDINGTON WA 6390</p>	<p>The Board of Management Denmark District Hospital PO Box 95 DENMARK WA 6333</p>	<p>Hon. Minister for Health Dumas House Havelock St West Perth</p>
<p>The Board of Management Boyup Brook Health Service PO Box 147 BOYUP BROOK WA 6244</p>	<p>The Board of Management Dongara Health Service PO Box 175 GERALDTON WA 6531</p>	<p>Jerramungup Hospital Board PO Box 53 JERRAMUNGUP WA 6337</p>
<p>Bridgetown District Hospital Board PO Box 136 BRIDGETOWN WA 6255</p>	<p>The Board of Management Donnybrook/Balingup Health Service Bentley Street DONNYBROOK WA 6239</p>	<p>The Board of Management Kalgoorlie – Boulder Health Service Locked Bag 7 KALGOORLIE WA 6433</p>
<p>The Board of Management Brookton Health Service PO Box 58 BROOKTON WA 6306</p>	<p>Dumbleyung District Memorial Hospital Board PO Box 138 DUMBLEYUNG WA 6350</p>	<p>The Board of Management Katanning Health Service Clive Street KATANNING WA 6317</p>
<p>Bruce Rock Memorial</p>	<p>The Board of Management</p>	<p>Kellerberrin Memorial</p>

Hospital Board Dunstall Street BRUCE ROCK WA 6418	Dundas Health Service PO Box 155 NORSEMAN WA 6443	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
Kukerin Nursing Post Board PO Box 19 KUKERIN WA 6325	The Board of Management Murchison Health Service PO Box 82 MEEKATHARRA WA 6642	Kondinin District Hospital Board PO Box 2 KONDININ WA 6367
The Board of Management Kununoppin and Districts Health Service Leake Street KUNUNOPPIN WA 6489	Nannup Health Service Carey Street NANNUP WA 6275	Quairading District Hospital Board Harris Street QUAIRADING WA 6383
The Board of Management Lake Grace and Districts Health Service PO Box 189 LAKE GRACE WA 6353	Narembeen Health Services Board Ada Street NAREMBEEN WA 6369	The Board of Management Ravensthorpe Health Service PO Box 53 RAVENSTHORPE WA 6346
The Board of Management Laverton and Leonora Health Service PO Box 21 LAVERTON WA 6440	Narrogin Regional Hospital Board PO Box 336 NARROGIN WA 6312	The Board of Management Roebourne District Hospital PO Box 81 ROEBOURNE WA 6718
Margaret River Health Board Farrelly Street MARGARET RIVER WA 6285	Next Step Specialist Drug and Alcohol Services Board 7 Field Street MOUNT LAWLEY WA 6050	Southern Cross District Hospital Board Coolgardie Road SOUTHERN CROSS WA 6426
The Board of Management Merredin Health Service PO Box 241 MERREDIN WA 6415	The Board of Management Nickol Bay Hospital PO Box 519 KARRATHA WA 6714	Tambellup Nursing Post Board PO Box 123 TAMBELLUP WA 6320

<p>Metropolitan Health Service Board Ground Floor 1 Havelock Street WEST PERTH WA 6005</p>	<p>Northampton/Kalbarri Health Service Board PO Box 400 NORTHAMPTON WA 6535</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>Northcliffe District Hospital Board Wheatley Coast Road NORTHCLIFFE WA 6262</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>North Midlands District Hospital Board PO Box 138 THREE SPRINGS WA 6519</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>Peel Health Services Board McKay Street PINJARRA WA 6208</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>Pemberton District Hospital Board Hospital Avenue PEMBERTON WA 6260</p>	<p>Williams Medical Centre Board PO Box 42 WILLIAMS WA 6390</p>
<p>Yalgoo Nursing Post Board Lot 26 Stanley Street YALGOO WA 6635</p>	<p>Pingelly District Hospital Board PO Box 63 PINGELLY WA 6308</p>	<p>Wongan Hills District Hospital Board PO Box 250 WONGAN HILLS WA 6603</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>Wyalkatchem – Koorda and Districts Hospital Board Honour Avenue WYALKATCHEM WA 6485</p>

NHPPD GUIDING PRINCIPLES

Ward Category	NHPPD	Criteria for measuring diversity, complexity and nursing tasks required
A	7.5	<ul style="list-style-type: none"> • High Complexity • High Dependency Unit @ 6 beds within a ward • Tertiary Step Down ICU • High Intervention Level • Specialist Unit/Ward Tertiary Level 1:2 staffing • Tertiary Paediatrics
B	6.0	<ul style="list-style-type: none"> • High Complexity • No High Dependency Unit • Tertiary Step Down CCU/ICU • Moderate/High Intervention Level • Special Unit/Ward including extended secure Mental Health Unit • High Patient Turnover⁽¹⁾ > 50% • FHHS Paediatrics⁽²⁾ • Secondary Paediatrics • Tertiary Maternity
C	5.75	<ul style="list-style-type: none"> • High Complexity Acute • Care Unit/Ward • Moderate Patient Turnover > 35%, OR • Emergency Patient Admissions > 50% • Psychogeriatric Mental Health
D	5.0	<ul style="list-style-type: none"> • Moderate Complexity • Acute Rehabilitation Secondary Level • Acute Unit/Ward • Emergency Patients Admissions > 40% OR • Moderate Patient Turnover > 35% • Secondary Maternity
E	4.5	<ul style="list-style-type: none"> • Moderate Complexity • Moderate Patient Turnover > 35% • Sub Acute Unit/Ward • Rural Paediatrics
F	4.0	<ul style="list-style-type: none"> • Moderate/Low Complexity • Low Patient Turnover < 35% • Care Awaiting Placement/Age Care • Sub Acute Unit/Ward
G	3.0	<ul style="list-style-type: none"> • Ambulatory Care including: • Day Surgery Unit & Renal Dialysis Unit

(1) Turnover = Admissions + Transfers + Discharges divided by Bed Number.

(2) FHHS Paediatrics additional formulae: Birth; Neonates; ED; OR.

Source: Evidence of Allan Jones: Paragraphs 30-31, Attachment 1.

METROPOLITAN GENERAL & MENTAL HEALTH HOSPITALS

Alma Street Centre	Alma Street, Fremantle
Armadale-Kelmscott Memorial Hospital	3056 Albany Highway, Armadale
Bentley Hospital	Mills Street, Bentley
Fremantle Hospital	Alma Street, Fremantle
Graylands Selby-Lemnos & Special Care Health Services	Brockway Road, Mt Claremont 6 Lemnos Street, Shenton Park
Kalamunda District Community Hospital	Elizabeth Street, Kalamunda
King Edward Memorial Hospital for Women	Bagot Road, Subiaco
Osborne Park Hospital	Osborne Place, Stirling
Princess Margaret Hospital for Children	Roberts Road, Subiaco
Rockingham-Kwinana District Hospital	Elanora Drive, Rockingham
Royal Perth Hospital	Wellington Street, Perth
Royal Perth Rehabilitation Hospital	Selby Street, Shenton Park
Sir Charles Gardiner Hospital	Hospital Avenue, Nedlands
Swan District Hospital	Eveline Road, Middle Swan