

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LC - Multiple business agreement

Australian Nursing Federation

and

Director General of Health
(AG2005/2139)

**REGISTERED NURSES AND ENROLLED MENTAL HEALTH NURSES -
AUSTRALIAN NURSING FEDERATION - DEPARTMENT OF HEALTH
CERTIFIED AGREEMENT 2005**

Health and welfare services

SENIOR DEPUTY PRESIDENT ACTON
DEPUTY PRESIDENT HAMILTON
COMMISSIONER EAMES

MELBOURNE, 21 JUNE 2005

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 21 June 2005 and shall remain in force until 30 April 2007.

BY THE COMMISSION:



Printed by authority of the Commonwealth Government Printer

REGISTERED NURSES AND ENROLLED MENTAL HEALTH NURSES

AUSTRALIAN NURSING FEDERATION

DEPARTMENT OF HEALTH

CERTIFIED AGREEMENT

2005

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Registered Nurses and Enrolled Mental Health Nurses - Australian Nursing Federation - Department of Health Certified Agreement 2005.

2. ARRANGEMENT

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3. DEFINITIONS

“Agreement” means the Registered Nurses and Enrolled Mental Health Nurses - Australian Nursing Federation - Department of Health Certified Agreement 2005.

“Awards” means the Nurses (ANF - WA Public Sector) Award 2002 or the Nurses (WA Mental Health Services) Award 2003 as the context requires.

“Hospital” means any public hospital, health service, health care facility or other facility controlled by the Employer.

“Nurse Practitioner” means an employee who is registered as a nurse practitioner by the Nurses Board of Western Australia.

"Ordinary Rate of Pay" means the rate of pay as prescribed in Clause 9 - Salaries.

4. AREA, INCIDENCE AND PARTIES BOUND

- (1) This Agreement applies throughout the State of Western Australia to employees employed by the Employers in the classifications prescribed in Clause 9 - Salaries
- (2) The parties to this Agreement are the Australian Nursing Federation and the employers cited in subclause (3).
- (3) The Employers bound by this Agreement are:
 - (a) 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.
 - (b) The Western Australian Alcohol and Drug Authority.
- (4) 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.

5. PERIOD OF OPERATION

This Agreement shall operate from the date of certification until its expiry on 30 April 2007.

6. RELATIONSHIP TO AWARDS AND AGREEMENTS

- (1) This Agreement shall be read and interpreted in conjunction with Nurses' (ANF-WA Public Sector) Award 2002 and the Nurses (WA Mental Health Services) Award 2003.

- (2) Where an inconsistency exists between this Agreement and the relevant Award, this Agreement shall prevail to the extent of any inconsistency.
- (3) This Agreement replaces the Nurses (WA Government Health Services) Agreement 2001.

7. NO FURTHER CLAIMS

The parties will not make any further claims with respect to matters covered by this Agreement during the term of this Agreement.

PART 2 – NURSES WORKLOAD

8. WORKLOAD MANAGEMENT (NURSING HOURS PER PATIENT DAY)

- (1) The Employer will continue to manage nursing workloads and consult with Employees 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) To avoid doubt, the duties imposed on the Employer and the Union 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 Employees shall likewise be binding on the Employees covered by this Agreement.
- (3) The Employer shall ensure that the processes for managing nursing workloads through the ongoing implementation of the NHpPD model are both transparent and visible to all nurses at the ward or unit level so that the processes are readily able to be understood by all nurses. The precise mechanism for ensuring that this transparency / visibility / 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 is readily able to be understood by nurses at the ward or unit level.
- (4) The following grievance procedure shall apply to a workload grievance and replace the grievance procedure in the EMO.
 - (a) A workload grievance is a grievance stated in writing by an Employee or by the Employer, as a person aggrieved, about the nursing workload that an Employee 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 Employee other than occasionally and infrequently;
 - (ii) to perform nursing duty to a professional standard, an Employee is effectively obliged to work unpaid overtime on a regularly recurring basis;

- (iii) the workload requirement effectively denies any reasonably practicable access to the Employee'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 47 - Dispute Resolution Procedure.
- (5) The EMO is reproduced at Schedule A. Subject to this clause, the Employer shall comply with Schedule A in relation to managing nursing workloads.

PART 3 - SALARIES AND ALLOWANCES

9. SALARIES

- (1) The ordinary rates of pay during the life of this agreement are:

	Previous Agreement Rate	Increase from 1-5-04 3.4%	Increase from 1-7-04 1.8%	Increase from 1-7-05 4.3%	Increase from 1-7-06 4.5%
Enrolled Mental Health Nurse					
Pay point 1	\$32,380	\$33,481	\$34,083	\$35,549	\$37,149
Pay point 2	\$33,068	\$34,193	\$34,808	\$36,305	\$37,939
Pay point 3	\$33,757	\$34,905	\$35,533	\$37,061	\$38,729
Pay point 4	\$34,446	\$35,617	\$36,258	\$37,817	\$39,519
Pay point 5	\$35,124	\$36,318	\$36,972	\$38,561	\$40,297
Pay point 6	\$35,687	\$36,901	\$37,565	\$39,180	\$40,943
Registered Nurse Level 1					
Level 1.1	\$37,210	\$38,476	\$39,168	\$40,852	\$42,691
Level 1.2	\$38,922	\$40,245	\$40,969	\$42,731	\$44,654

	Previous Agreement Rate	Increase from 1-5-04 3.4%	Increase from 1-7-04 1.8%	Increase from 1-7-05 4.3%	Increase from 1-7-06 4.5%
Level 1.3	\$40,648	\$42,030	\$42,787	\$44,627	\$46,635
Level 1.4	\$42,359	\$43,799	\$44,588	\$46,505	\$48,598
Level 1.5	\$44,081	\$45,580	\$46,400	\$48,395	\$50,573
Level 1.6	\$45,797	\$47,354	\$48,207	\$50,279	\$52,542
Level 1.7	\$47,508	\$49,123	\$50,008	\$52,158	\$54,505
Level 1.8	\$48,358	\$50,003	\$50,903	\$53,091	\$55,481
Level 1.9	\$49,172	\$50,844	\$51,759	\$53,985	\$56,414
Registered Nurse					
Level 2					
Level 2.1	\$50,894	\$52,624	\$53,571	\$55,875	\$58,389
Level 2.2	\$52,031	\$53,800	\$54,768	\$57,123	\$59,694
Level 2.3	\$53,179	\$54,987	\$55,976	\$58,383	\$61,011
Level 2.4	\$54,326	\$56,173	\$57,185	\$59,643	\$62,327
Senior Registered Nurse					
Level 1	\$61,404	\$63,492	\$64,635	\$67,414	\$70,447
Level 2	\$63,360	\$65,514	\$66,693	\$69,561	\$72,692
Level 3	\$65,317	\$67,538	\$68,753	\$71,710	\$74,937
Level 4	\$67,490	\$69,785	\$71,041	\$74,096	\$77,430
Level 5	\$69,664	\$72,033	\$73,329	\$76,482	\$79,924
Level 6	\$74,012	\$76,528	\$77,906	\$81,256	\$84,912
Level 7	\$78,902	\$81,585	\$83,053	\$86,624	\$90,523
Level 8	\$83,792	\$86,641	\$88,200	\$91,993	\$96,133
Level 9	\$88,683	\$91,698	\$93,349	\$97,363	\$101,744
Level 10	\$93,573	\$96,754	\$98,496	\$102,731	\$107,354
Mother Craft Nurses					
Year 1	\$30,017	\$31,037	\$31,596	\$32,955	\$34,437
Year 2	\$30,564	\$31,604	\$32,172	\$33,556	\$35,066
Year 3	\$31,363	\$32,429	\$33,013	\$34,432	\$35,982
Year 4	\$32,197	\$33,292	\$33,891	\$35,349	\$36,939
Year 5	\$33,016	\$34,139	\$34,753	\$36,248	\$37,879

(2) Nurse Practitioners

- (a) A Nurse Practitioner who is registered as such by the Nurses Board of Western Australia, and is employed to practice in a “designated area” as required under section 23(2)(e) of the Poisons Act 1964, shall be classified as a Senior Registered Nurse.
- (b) The employer shall determine the appropriate classification level following an assessment of the work value associated with the scope of practice of the position. Nurse Practitioners will be paid at the Senior Registered Nurse level whilst working in the applicable “designated area” identified by the Employer.

- (c) The classification of a Nurse Practitioner shall be not less than Senior Registered Nurse Level 3.
- (d) To avoid doubt, a dispute about whether an assessment of the work value associated with the scope of practice of a particular nurse practitioner position has been correctly made:
 - (i) is a dispute for the purposes of Clause 47 - Dispute Settling Procedure.
 - (ii) shall not preclude the employer proceeding to make an appointment to a Nurse Practitioner position.

10. CALCULATION OF RATES OF PAY

- (1) An amount expressed as an annual rate of pay is converted to a weekly rate by dividing the prescribed annual rate by 52.166 and rounding to the nearest ten cents.
- (2) An amount expressed as a weekly rate of pay is converted to an annual rate by multiplying the prescribed weekly rate by 52.166 and rounding to the nearest dollar.
- (3) An amount expressed as a weekly rate pay is converted to an hourly rate by dividing the prescribed weekly rate by 38 and rounding to the nearest cent.

11. QUALIFICATION ALLOWANCE

- (1) A qualifications allowance will be paid to nurses who satisfy the criteria set out below. This allowance will be in the form of a one-off payment.
- (2) The allowance will become payable to nurses, who hold a qualification, as defined below, that is relevant to the Employee's current practice or position or role. To be entitled to the allowance, nurses must be in the practice or position or role to which the qualification is relevant for a period of at least 12 months. This period of 12 months may accrue from any time until the expiry date of the certified agreement.
- (3) The qualifications that will attract this allowance will be the following:
 - (a) Hospital based certificates which must be of one years' (or two academic semesters) duration, or the renal dialysis certificate.
 - (b) Postgraduate certificates or diplomas which must be "articulated" with a university and must have been taken over a period of at least two semesters.
 - (c) A Registered Mental Health Nurse who also holds a general nursing qualification (irrespective of the order in which the qualifications were obtained) is entitled to the allowance if they are working in an area where the qualification is applicable to their current area of practice. This may

include, but not be limited to, a psychiatric unit or general ward with psychiatric patients.

- (d) Masters or PhD qualifications, which must be relevant to the area of nursing practice or position or role that, the Employee is currently working in.
- (4) Conversion degrees and non-tertiary qualifications or certificates (other than those referred to above) do not attract the allowance.
- (5) The allowance that is payable is 3% of the current base rate salary of the Employee, as at the date at which the Employee became eligible to be paid the allowance (ie on the expiry of the 12 months referred to above).
- (6) This payment will be a once only payment for each Employee; ie nurses will not be entitled to receive two qualification allowance payments.
- (7) To avoid doubt an Employee who received a qualification allowance in accordance with Clause 24 – Qualifications Allowance of the Nurses (WA Government Health Services) Agreement 2001 is not entitled to the allowance prescribed in this Clause.

12. HIGHER DUTIES ALLOWANCE

- (1) An Employee shall be paid a higher duties allowance upon having worked five (5) consecutive working days or more in any position classified higher than their substantive position.
- (2) Notwithstanding subclause (1), and at the discretion of the Employer, a higher duties allowance may be paid for single days where day-by-day relief is identified as a regular feature or requirement of a particular position.
- (3) An Employee who performs the full duties and accepts the full responsibilities of the higher position shall be paid an allowance equal to the difference between his/her own salary and the salary he/she would receive if he/she were permanently appointed to the position in which he/she is so directed to act.
- (4) An Employee who does not perform the full duties and/or does not accept the full responsibilities of the higher position shall be paid such proportion of the allowance specified in subclause (3) as the duties and responsibilities bear to the full duties and responsibilities of the higher position.
- (5) Where the cumulative period of acting in a position or positions of a higher level exceeds 12 months in any 18 month period, the employee's allowance will include the relevant service increments for the position in which he/she is acting.
- (6) If an employee undertakes higher duties for a continuous period of 12 months or more, the employee shall be entitled to be paid at the higher duties rate when taking the annual leave accrued during that period, provided the employee:

- (a) continues to be employed on that higher duties rate, or
 - (b) takes that annual leave entitlement within 12 months of the entitlement being accrued.
- (7) Each period of acting on higher duties, whether paid or not, will be recorded in the employee's personnel records and be recognised as experience.
- (8) Notwithstanding subclause (1), an Employee required to temporarily undertake, for the whole of a shift, the full duties of a position classified at Senior Registered Nurse Level 1 to 4, will receive the appropriate higher duties allowance for that shift.
- (9) Shift Co-ordination Allowance

An Employee classified at Level 1 who, in the absence of a higher classified employee, is directed to act as a designated Shift Co-ordinator for the whole of a shift shall be paid a higher duties allowance to the rate prescribed for Level 2 increment point 1.

13. POSTGRADUATE STUDENTS

Where a Health Service engages a nurse enrolled in a postgraduate program offered by a university (including midwifery and mental health nursing programs) for the purposes of enabling completion of the practical component, that Employee will be paid at Level 1.2 for the clinical time spent at the Health Service.

14. 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) 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 salary rates expressed in Clause 9 - Salaries shall continue to be so calculated despite an election to participate in any salary packaging arrangement.
- (14) For the purposes of this provision, employer contributions to the Government Employees Superannuation Board administered West State Superannuation Scheme shall be made on the basis of pre-packaging salary rates. To avoid doubt, employer contributions shall not be reduced as a result of an employee participating in salary packaging pursuant to this provision.

15. ENROLLED NURSES CONVERTING TO EMPLOYMENT AS REGISTERED NURSES

- (1) An Employee, who for the first time commences employment as a graduate registered nurse and was previously employed as an enrolled mental health nurse, will commence at the first increment of level 1 for a period of not less than 3 months. During this time the competencies of the Employee will be reviewed. Upon satisfactory review she/he will be accelerated once in increment to no higher than the third increment. An Employee who fails on the first occasion to satisfy the panel of

her/his competency to accelerate up the level 1 increments, may apply for reassessment after a period of 12 months from the date of employment.

- (2) An Employee, who for the first time commences employment as a graduate registered nurse and was previously employed as an enrolled nurse, will commence at the first increment of level 1 for a period of not less than 3 months provided that in the case of a graduate registered nurse, who was previously employed as an Advanced Skills Enrolled Nurse, commencement will be at the second increment. During this time the competencies of the Employee will be reviewed. Upon satisfactory review she/he will be accelerated once in increment to no higher than the third increment. An Employee who fails on the first occasion to satisfy the panel of her/his competency to accelerate up the level 1 increments, may apply for reassessment after a period of 12 months from the date of employment.

16. SHIFT WORK ALLOWANCES

(1) Afternoon Shift

- (a) The loading on the ordinary rate of pay for an Employee who works a complete rostered afternoon shift commencing not earlier than 1200 and finishing after 1800 on week days will be 12.5%.
- (b) Notwithstanding subclause (1)(a), afternoon shift loading is not paid to an Employee who on any weekday commences his or her ordinary hours of work after 1200 and completes those hours at or before 1800 on that day.

(2) Night Shift

The loading on the ordinary rates of pay for an Employee who works a complete rostered night shift between the hours of 1830 and 0730 on a weekday will be 20%.

(3) Saturday Shift

An Employee rostered to work ordinary hours between 2400 Friday and 2400 on the following Saturday will be paid a loading on the ordinary rate of pay of 50% on actual hours worked during this period.

(4) Sunday Shift

- (a) An Employee, rostered to work ordinary hours between 2400 Saturday and 2400 on the following Sunday will be paid a loading on the ordinary rate of pay of 75% on actual hours worked during this period.
- (b) An Employee who commences work prior to 2400 on a Sunday and continues to work after 2400 shall continue to receive the 75% loading on ordinary hours worked up to 0730 on the following Monday.

- (5) The rates prescribed in subclauses (3) and (4) will be in substitution for and not cumulative on the rates prescribed in subclauses (1) and (2).
- (6) Where an Employee's rostered hours of duty in any day are extended by an early start or a late finish the shift work or weekend rates as the case may be will be paid for such additional time worked in addition to any overtime payable according to Clause 23 - Overtime.
- (7) Where an Employee who is regularly rostered to work day duty Monday to Friday is required to work on a Sunday she/he will be paid at the rate of double time for all time so worked.
- (8) This clause does not apply to nurses employed in a community setting.

PART 4 - MODES OF EMPLOYMENT

17. EMPLOYMENT CATEGORIES

- (1) A Casual Employee is an Employee contracted as a casual on an hourly basis for a period of twelve weeks or less, who does not meet the definition of a part time Employee, full time Employee or fixed term contract Employee.
- (2) A period of casual employment will stand-alone and will not accrue towards entitlements under this Agreement.
- (3) A Fixed Term Contract Employee is an Employee contracted on a full time or part time basis for a specified period.
- (4) A Full Time Employee is an Employee contracted for an average of 38 hours per week.
- (5) A Part Time Employee is an Employee contracted for less than 38 hours per week.
- (6) An Employee, including a casual Employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the Employee is employed.

18. COMMUNITY NURSES

- (1) All new appointee's conditions of employment will be expressly agreed at commencement of employment.
- (2) Where a community nurse is required to use a motor vehicle in the course of their employment, a motor vehicle will be provided by the employer for this purpose wherever possible.
- (3) The following provisions may apply to school nurses if determined appropriate by the employer.

- (a) A school nurse shall not be required to present herself/himself for duty on any day when the school is not open. Subject to paragraph (d) hereof she/he shall be paid ordinary wages on any day of which she/he is relieved of the obligation to present herself/himself for work. If a school nurse is required to work on any day observed as a school holiday she/he shall be paid at the rate of double time and a half.
- (b) A school nurse who works a minimum of four weeks continuously but less than a full school year shall be entitled to payment at the ordinary rate of pay for or in lieu of the Christmas and term vacation periods related to that school year on the basis of 9.75 hours pay for each week the employee was employed to actually work in the school.
- (c) A school nurse absent from work on leave without pay shall lose all entitlements to payment at the ordinary rate of pay for or in lieu of Christmas and term vacation periods in accordance with the following table.

<u>Working days absent</u>	<u>Vacation days lost</u>
0-4	Nil
5-9	1
10-19	5
20-34	9
35-49	14
50-69	19
70-89	24
90-109	28
110-129	33
130-149	38
150-169	43
170-189	48
190-199	52
200 and over	All

- (d) Any annual leave loading shall be included in the last payment of ordinary wages made prior to Christmas Day or in the event of termination prior to the end of the school year, in the final payment made to the school nurse. Subject to paragraph (c) hereof annual leave loading shall be 17.5% of four weeks wages at the rate of pay application at the time of payment. Where a school nurse is employed for less than the full school year, the annual leave loading shall be paid on a pro rata basis in the same proportion as the number of weeks which was employed to actually work in the school bears to the number of weeks in the same year.

19. PERMANENCY OF EMPLOYMENT AND RELIEF COVER

- (1) Commitments

- (a) The Employer recognises that permanent employment is the preferred form of engagement for Employees covered by this Agreement.
- (b) The Employer recognises 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 Employer commits 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.
 - Where the employee does not have permanent residency status.
 - 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 (2)(a).
- (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.
- (4) 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.

PART 5 - HOURS OF WORK AND ROSTERING

20. HOURS OF WORK

- (1) Changes to roster arrangements will be determined at the workplace level in accordance with Clause 22 - Flexibility in Hours and Rostering, of this Agreement unless otherwise provided in this clause.
- (2) Accrued days off as provided for in the Nurses' (ANF - WA Public Sector) Award 2002, shall be taken in accordance with the following paragraphs:
 - (a) ADO's for Full Time Employees:
 - (i) Employees shall be given an opportunity to take accrued days off within 28 days of completing each accrual cycle.
 - (ii) A roster for accrued days off shall be posted at least four weeks before the time it comes into operation. A roster for accrued days off may allow an Employee to take accrued days off before they become due. Notwithstanding the provisions of this clause, accrued days off may be cleared as mutually agreed between the Employer and the Employee.
 - (iii) The Employer may roster the Employee off duty for up to twelve single accrued days off for each twelve monthly period.

(iv) Where an Employee has been given the opportunity to take the accrued day off in accordance with paragraph (i) as a whole shift and has declined, and that Employee has 12 such accrued days off accumulated, the Employer may pay the Employee the monetary equivalent of the twelve accrued days off .

(b) ADO's for Part Time Employees

Part time Employees will accrue and will be entitled to ADO's on the same basis as full-time Employees provided that the following criteria are satisfied:

(i) That the Employer is able to fill gaps in the roster created by the granting of ADO's to part timers through the use of directly employed full time, part time or casual Employees, and not through the use of agency nurses, and that filling such gaps through direct employment as described above will not mean that other gaps are created that require the use of agency nurses.

(ii) That the part time Employee works 41 hours or more per fortnight.

(iii) That the Employee genuinely seeks ADO's.

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

(3) Employees who were not entitled to ADO's prior to the commencement of the this Agreement will not accrue ADO's under this Agreement.

(4) Employees in their graduate year or graduate program will not accrue days off.

(5) Senior Registered Nurses (non shift workers) may be employed on a no fixed hours arrangement.

(6) No fixed hours arrangement

For senior registered nurses, hours worked in excess of 152 hours per four week cycle will be granted as time off in lieu. Such time off in lieu will be accrued at the corresponding overtime rates for all of the hours in excess of 152. Time off in lieu will be taken within 8 weeks of it having accrued. If the senior registered nurse is unable to take the leave within 8 weeks and can provide evidence of having applied for the leave, the time off in lieu will be paid as overtime.

(7) Employees employed in clinics or departments which only function, within the range 0800 to 1800 Monday to Friday and 0800 to 1200 on Saturday, will be employed on the basis of actual full-time hours being 38 hours per week. This provision shall not

preclude the operation of a 19 day month arrangement where such an arrangement applies to hospital salaried officers who are employed in the particular clinic or department.

- (8) Subject to operational convenience, employees may be employed under such “job-sharing” arrangements as are from time to time agreed between the parties. As a matter of principle no area of nursing practice or level of position is automatically excluded from consideration as a “job sharing” opportunity. The employer commits to respond constructively to requests for “job sharing” arrangements from employees.

21. ROSTERS

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. FLEXIBILITY IN HOURS AND ROSTERING

- (1) This clause replaces Clause 30 - Enterprise Flexibility in the Award in relation to rostering and hours of work. Subject to the following procedure and Clause 20 Hours of Work of this Agreement, the provisions of Clause 21 - Hours in the Award continue to apply.
- (2) Employers and Employees covered by this Agreement may reach agreement to vary the methods by which hours and rosters may be worked to meet the requirements of the Health Service and the aspirations of the nurses concerned.
- (3) An agreement referred to above shall be subject to the procedures below:
 - (a) A representative forum shall be established in the area affected to progress discussions on proposals for change. The forum shall commit to writing and present to nurses/management any proposal for change.
 - (b) The process for seeking and recording the agreement to a proposal for change must be advised to all nurses affected prior to seeking such agreement.
 - (c) A record will be kept of the process followed and the outcome. Further, the process for reaching an agreement must be open and transparent and available for inspection by the ANF if so requested by at least one Employee who is affected by the proposed change.
 - (d) Any agreement reached will be committed to writing and if the ANF has not been involved in the negotiations, a copy shall be sent to the Secretary of the ANF.

- (e) A lead time of a minimum of four weeks shall be provided for the implementation of the proposed arrangements.
- (f) Nothing shall prevent employees affected by the proposed change from seeking advice from or representation by the ANF at any stage in the above process.
- (g) Where the Agreement represents the consent of the employer and the majority of employees affected by the proposed change, the ANF shall not unreasonably oppose the terms of that Agreement.

23. OVERTIME

- (1) An Employee authorised to work overtime will be paid overtime in accordance with the award provided that an Employee may elect to accrue time off in lieu of payment.
- (2) A part time Employee who is authorised to work overtime will be paid overtime for hours in excess of the normal full time shift length for that unit, or more than 38 hours per week.
- (3) Where overtime is worked there shall be a break of 9.5 hours between shifts.
- (4) Notwithstanding any other provision of this Agreement, Overtime may be commuted to an annual amount, paid pro-rata fortnightly, by agreement between the Employer and Employee.

24. MEAL AND REFRESHMENT BREAKS

- (1) Meal breaks will be a minimum of 30 minutes and will not be counted as time worked, provided that where an Employee is held on call within the hospital, the period on call will be counted in the ordinary working hours for that day.
- (2) A hospital nurse will not be compelled to work more than five hours without a break for a meal.
- (3) A hospital nurse who commences work at or before 7.00 a.m. may be required to work for six hours before having a meal break.
- (4) A hospital nurse on a ten-hour shift may work five and one half-hours without a meal break.
- (5) A hospital nurse who is directly participating in a continuous surgical procedure that is unable to be interrupted may be required to work for six hours from commencement of the shift before having a meal break.
- (6) Where a hospital nurse is required to work during meal time resulting in postponement of the meal break for more than half an hour, she/he will be paid at overtime rates until she/he gets her/his meal. The provisions of this subclause will

not apply to an Employee who is held on call within the hospital during the meal break or is in receipt of a commuted meal break allowance.

- (7) Hospital nurses who work less than five hours per day will not be entitled to a meal break.
- (8) A refreshment break of seven minutes will be provided by the Employer, in the first and second half of each shift. The refreshment break will be taken when convenient to the Employer but not within one hour of commencing or finishing work. The refreshment break will be without deduction of pay.
- (9) Commuted Meal Break Allowance
 - (a) A Senior Registered Nurse:
 - (i) who is rostered to carry a pager during a meal break; and
 - (ii) who is rostered to remain on the hospital site for the duration of the meal break; and
 - (iii) whose meal breaks are regularly interrupted by calls to return to the ward to deal with urgent clinical matters,may, by agreement with the Employer, elect to be paid on each occasion the Employee is rostered, a commuted meal break allowance in lieu of the entitlement to an unpaid meal break and to on-call entitlements.
 - (b) The commuted meal break allowance is the equivalent of an additional 30 minutes pay calculated on the Employee's ordinary rate of pay. This amount is paid irrespective of whether the meal break exceeds 30 minutes.

25. ON CALL AND RECALL

- (1) An Employee rostered to be on call for clinical nursing duties will be paid 18.75% of 1/38th of the rate of pay prescribed for a Level 1.2 Registered Nurse for each hour or part thereof she/he is on call. Provided that this payment shall not be made in respect to any period for which overtime is paid.
- (2) Where an Employee is recalled to work within 3 hours of starting work on a previous recall, the minimum overtime period shall commence from the time of the second, or subsequent recall. Provided that the effect of this subclause shall not be to pay three hours of overtime for each and every recall within the original three hour period, as a discrete period of overtime.
- (3) An Employee rostered on call in a role where they are required to provide specialist clinical advice via the telephone direct to a patient will receive one hour overtime when telephone advice is provided. Subsequent telephone advice beyond the first

hour will be paid a further one-hour overtime. However, multiple occasions of telephone advice within discrete hour periods will not attract an additional payment.

- (4) (a) Directors of Nursing in rural health services that are recalled to duty for clinical nursing duties will be paid a minimum of 3 hours at the rate of time and one half. In lieu of overtime the Director of Nursing may elect to take the equivalent time worked as TOIL. Overtime or TOIL will not apply:
- (i) where the Director of Nursing works in excess of 8 hours continuously within ordinary hours of work;
 - (ii) where the return to work is for duties of management (eg meetings, security, non-nursing emergencies); or
 - (iii) where other suitably trained nurses are available to deal with the recall.
- (b) Positions other than Directors of Nursing that attract this arrangement are to be identified by the Chief Executive responsible for the Health Service.
- (5) (a) An Employee regularly required to work on call will receive up to an extra five days leave per year in accordance with the formula prescribed in paragraph (b) of this clause. Provided that:
- (i) they are rostered on call:
 - (1) during weekend days or public holidays; or
 - (2) on days that they are not rostered for duty; and
 - (ii) they are rostered on a minimum of two days per four week cycle, over 12 cycles in an anniversary year.
- (b) An Employee who is regularly placed on call can accrue such leave on a pro rata basis at the rates as follows:
- | No of 4 week
Cycles on call | No of additional days |
|--------------------------------|-----------------------|
| 4 | 1 |
| 6 | 2 |
| 8 | 3 |
| 10 | 4 |
| 12 | 5 |
- (6) Within the accrual year a window period of any three (3) consecutive months, determined by the Employee, which excludes any leave, may be used to calculate the number of additional days leave the Employee is entitled to. If the Employee is rostered a minimum of two (2) days on call per four week roster on either Weekend

Days, Public Holidays or Rostered Days Off during the three month window period, the Employee shall be entitled to the five full days additional leave.

- (7) Leave which accrues as provided in this clause is to be taken by agreement between the Health Service and Employee within the operational needs of the Health Service.
- (8) The leave provided in this clause does not attract annual leave loading.
- (9) Where an Employee qualifies for additional leave by meeting the definition of a continuous shift worker or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.
- (10) Notwithstanding any other provision of this Agreement, On Call allowance may be commuted to an annual amount, paid pro-rata fortnightly, by agreement between the Employer and Employee.

PART 6 - LEAVE

26. ANNUAL LEAVE

- (1)
 - (a) An Employee will receive 20 days of paid annual leave, exclusive of Public Holidays for each period of 12 months continuous service.
 - (b) The Employer will respond to an application for annual leave within 14 days of the date the application is submitted by an Employee.
 - (c) A dispute about the granting of leave by the Employer shall be dealt with in accordance with the Dispute Settling provisions of this Agreement.
- (2) Annual leave entitlement accrues pro rata on a weekly basis and is cumulative from year to year.
- (3) An Employee will be entitled, after each period of 12 months continuous service and before the completion of the subsequent period of 12 months service, to take annual leave in one continuous period or in two periods of not less than two weeks on each occasion.
- (4) By agreement between the Employer and the Employee annual leave may be taken in multiple portions of not less than one day.
- (5) Accrued annual leave in excess of ten weeks will be taken at the operational convenience of the Employer. The minimum period to be taken will be 5 days.
- (6) When annual leave is taken it will be paid at the ordinary salary rate plus a loading of 17.5% of the ordinary rate of pay or the equivalent of the average of the shift and weekend penalties the Employee received in the 6 completed pay periods prior to the pay period during which the Employee commences annual leave, whichever is the higher. Provided that the loading payable will be not more than 125% of the amount

recorded by the Australian Bureau of Statistics as the average weekly earning for an Employee in WA during the September quarter immediately preceding the date on which the annual leave is taken.

- (7) (a) Continuous Shift Employee means a Employee who is:
- (i) contracted to work ordinary hours of duty in accordance with a roster where the Employee is rostered for afternoon and/or night shift with day shift and who may be rostered over any number of the days of the week that the service operates.
 - (ii) rostered to work permanent night shifts over 7 days of the week.
- (b) If an employee ceases to be a continuous shift employee because of the employee's personal requirements, then the employee will cease to be a continuous shift employee and leave accrual entitlements will be reduced accordingly. If, however, the requirement is not being met because of operational reasons, then the employee's status as a continuous shift employee will remain.
- (8) A continuous shift Employee will accrue up to an additional one week of annual leave on a pro rata basis according to the following table.

Completed months of service	Additional Days
1	Nil
2	Nil
3	1
4	1
5	2
6	2
7	2
8	3
9	3
10	4
11	5
12	5

- (9) Irrespective of whether an Employee qualifies for additional leave by meeting the definition of a continuous shift Employee or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.

27. 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	On or North of 20° South Latitude - two and one half days each

		cost of the return air fare for the Employee. Air fares for the dependent partner and/or dependent children.	way. Remainder - two days each way.
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28. LONG SERVICE LEAVE

- (1) The provisions of the General Order of the Western Australian Industrial Relations Commission as it relates to Western Australian Government Wages Employees (as amended) will apply to Employees covered by this Agreement with the exception that long service for the second and subsequent period of service shall accrue at the rate of 13 weeks long service leave for seven years of continuous service.
- (2) When an Employee proceeds on long service leave there will be no accrual towards accrued day(s) off.
- (3) 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.
- (4) Long service leave may be taken in weekly multiples by agreement between the Employer and the Employee.

29. PUBLIC HOLIDAYS

- (1) Employees, other than those engaged on a casual basis, shall be entitled to 10 days public holiday leave per year. For the hours actually worked on a public holiday, Employees shall be paid a loading of 50%.
- (2) Part time Employees will receive 10 days public holiday leave per year. Payment for these days will be on a proportionate basis according to the ratio that the Employee's hours bear to full time hours during the roster/accrual period during which the public holiday falls.
- (3) Employees engaged on a casual basis shall be paid a loading of 150% for the hours actually worked on a public holiday.

30. SICK LEAVE

- (a) When an Employee is on paid sick leave the Employee will be paid at the rate she/he would have received excluding shift, public holiday and weekend penalties.
- (b) Substituted Sick Leave
 - (i) If an employee exhausts all the sick leave entitlements prescribed by Clause 26 of the Award, the employee may apply to substitute accrued annual leave or accrued long service leave entitlements for sick leave.
 - (ii) The employer will not withhold approval if an application is supported by a medical certificate or other evidence satisfactory to the employer.
 - (iii) The employee will be paid at the rate which would have applied had the leave not been substituted for sick leave.
 - (iv) The minimum period prescribed for taking accrued annual leave or accrued long service leave entitlements remains unchanged despite the leave being substituted for sick leave.

31. CASHING OUT LEAVE ENTITLEMENTS

- (1) The Employer and the Employee may agree in writing that the Employee forgo part of his or her entitlement to accrued annual leave, accrued long service leave, or accrued days off in exchange for payment at the rate which would have applied had the day been worked. In the case of annual leave payment shall include any applicable annual leave loading.
- (2) There shall be no limit on the amount of accrued leave that may be paid out provided that the balance of leave entitlements shall allow for a minimum of 4 weeks leave to be taken in the calendar year in which the payment is made. Leave already taken during the calendar year in which the payment is made may be counted towards the minimum 4 weeks leave requirement.

32. 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 subclause (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 subclause (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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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 2), (3) and (4).

38. 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 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 (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 (5) and (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.

39. 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.

40. STUDY LEAVE

- (1) Conditions for Granting Time Off
 - (a) An Employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
 - (b) Part-time Employees are entitled to study leave on the same basis as full time Employees.
 - (c) 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.

- (d) 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.
 - (e) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study.
 - (f) In every case the approval of time off to attend lectures and tutorials will be subject to
 - (i) convenience of the Health Service;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) Employees undertaking an acceptable formal study load in their own time;
 - (iv) Employees making satisfactory progress with their studies; and
 - (v) the course being relevant to the Employee's career in the Health Service and being of value to the Employer.
 - (g) A service agreement or bond will not be required.
- (2) Approved Courses.
- (a) First degree courses at the University of Western Australia, Murdoch University, Curtin University of Technology and Edith Cowan University.
 - (b) First degree or Associate Diploma course at a college of advanced education.
 - (c) Diploma courses at Technical and Further Education (TAFE)
 - (d) Two-year full time Certificate courses at TAFE.
 - (e) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Employer.
- (3) Except as outlined in subclause (5), Employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause (2).
- (4) An Employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course. An Employee who has completed a two-

year full time Certificate through TAFE is eligible for study assistance to undertake a Diploma course or a degree or Associate Diploma course.

- (5) Assistance towards additional qualification including second or higher degrees may be granted in special cases such as a graduate embarking on a Post-Graduate Diploma or a higher degree in a special area of benefit to the Health Service as well as the Employee.
- (6) An acceptable part time study load should be regarded as not less than five hours per week of formal tuition with at least half of the total formal study commitment being undertaken in the Employees own time, except in special cases such as where the Employee is in the final year of study and requires less time to complete the course, or the Employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (7) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.
- (8) In cases where Employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (9) 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.
- (10) 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.
- (11) Time off with pay for those who failed a unit or units may be considered for one repeat year only.
- (12) Subject to the provisions of subclause (13) of this clause, the Employer may grant an Employee full time study leave with pay to undertake:
 - (a) Post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) Study tours involving observations and/or investigations; or
 - (c) A combination of postgraduate studies and study tour.
- (13) Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
 - (a) The course or a similar course is not available locally.

- (b) It must be a highly specialised course with direct relevance to the Employee's profession.
 - (c) It must be highly relevant to the Employer's corporate strategies and goals.
 - (d) The expertise or specialisation offered by the course of study should not already be available through other Employees employed within the Health Service.
 - (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an Employee is still under a bond, this does not preclude approval being granted to take further study leave if all the-necessary criteria are met.
 - (f) A temporary Employee may not be granted study leave with pay for any period beyond that Employee's approved period of engagement.
- (15) Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- (16) Where an outside award is granted and the studies to be undertaken are considered highly desirable by the Employer, financial assistance to the extent of the difference between the Employee's normal salary and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria then part or full payment of wages may be approved at the discretion of the Employer.
- (17) The Employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- (a) Where recipients are in receipt of a living allowance, this amount should be deducted from the Employee's wages for that period.
 - (b) Where the Employer approves full time study leave with pay the actual wage contribution forms part of the Employers approved average staffing level funding allocation. The Employer should bear this in mind if considering temporary relief.
 - (c) Where study leave with pay is approved and the Employer also supports the payment of transit costs and/or an accommodation allowance, approval for the transit and accommodation costs in accordance with prevailing Government policy is required.
- (18) Where Employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the Employer together with some local transit and accommodation expenses providing it

meets the requirements of subclause (13) of this clause. Each case is to be considered on its merits.

- (19) The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for Employees under this Agreement.

41. PROFESSIONAL DEVELOPMENT LEAVE

(a) Basic Entitlement

- (i) All full-time Employees are entitled to two days professional development leave per year.
- (ii) Full-time graduate nurses participating in a recognised graduate program are entitled to an additional three days professional development leave during the first year of employment.
- (iii) Part-time Employees are entitled to professional development leave on a prorata basis.

(b) Remote Area Entitlement

- (i) All Employees working in locations between 200km and 400km from the Perth GPO are to entitled one additional day of professional development leave per year.
- (ii) All Employees working in locations more than 400km from the Perth GPO are entitled to two additional days of professional development leave per year.

- (c) Employees will not receive travel time in addition to professional development leave entitlements.

- (d) The Employer will not unreasonably withhold approval of professional development leave for non-Employer provided development opportunities which are directly relevant to the current or emerging professional development needs of Employees.

- (e) Professional development leave entitlements shall not be applied by the Employer to training unrelated to the development and maintenance of Employees professional skills (eg. fire safety training).

42. 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.

43. WITNESS AND JURY SERVICE

Witness

- (1) An Employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify his/her manager/supervisor who shall notify the Employer.
- (2) Where an Employee is subpoenaed or called as a witness to give evidence in an official capacity that Employee shall be granted by the Employer leave of absence with pay, but only for such period as is required to enable the Employee to carry out duties related to being a witness. If the Employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the Employer. The Employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received, shall be forwarded to the Employer.
- (3) An Employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the Employer.
- (4) An Employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the Employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the Employee's civic duty. The Employee is not entitled to retain any witness fees but shall pay all fees received into Consolidated Revenue Fund.
- (5) An Employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses (2) and (4) of this clause shall be granted leave of absence without pay except when the Employee makes an application to clear accrued leave in accordance with Award provisions.

Jury

- (6) An Employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the supervisor/manager who shall notify the Employer.
- (7) An Employee required to serve on a jury shall be granted by the Employer leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror.

- (8) An Employee granted leave of absence on full pay as prescribed in subclause 6 of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the Employer.

44. LEAVE WITHOUT PAY

The Employer may upon the request of an Employee, grant that Employee special leave without pay for any special or personal reason.

PART 7 – REMOTE AND RURAL CONDITIONS

45. REMOTE AREA EMPLOYEES

(1) Incidence and Application

- (a) This Clause shall apply to all remote area nurses employed by health care sites, which are geographically isolated from public health amenities.
- (b) A remote area nurse is a registered nurse employed as the health care provider on a twenty four hour per day basis in a community that is isolated from hospital and medical facilities. Provided that no Employee shall be appointed as a remote area nurse until they have gained suitable relevant post registration nursing experience.

(2) Definitions

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

Group A:

Abrolhos Island
Balgo Hills (Wirrimanu)
Billiluna
Coonana
Doduan
Gibb River Station
Imintji
Kalumbaru
Kunawarri1ji (Well 33)
Lombadina
Looma
Marble Bar

Mount Barnett (Kupungarri)
Mount Elizabeth
Mount House
Mulan
Noonkenbah (Yungngora)
Nullagine
One Arm Point (Bardi)
Oombulgurri
Parnngurr (Cotton Creek)
Punmu
Strelley Station
Tjuntjunjarra (Paupiyale Tjarutja)
Warralong
Wangkatjunka
Warmun
Yandeyarra

Group B:
Bremer Bay
Cervantes
Lake Varley

(3) Availability allowance

- (a) The provisions contained in subclause 23(3) of this Agreement and Clauses 23.2.2, 23.2.4, and 23.6 of the Nurses (ANF-WA Public Sector) Award 2002 shall not apply to remote area nurses.
- (b) When required to be on-call the remote area nurse shall remain within the health care site or provide notice of the Employee's whereabouts or contact telephone number displayed at the health care site and/or left on the answering machine.
- (c) In locations where-such a facility is available, the Employer shall provide electronic or other devices by which the remote area nurse can be contacted anywhere within their work environment.
- (d) A remote area nurse shall receive an Availability Allowance of 50% of the "on call" allowance prescribed by subclause 25(1) of this Agreement for all hours outside ordinary and overtime hours actually worked.
- (e) Where there is more than one nurse at any one location, the remuneration for availability will be shared equally. The allowance may be extended to other nurses at the site, if it is felt that more than one nurse is required to be available at any one time.

(4) Availability allowance - other remote area nurses

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

(5) Overtime

- (a) Remote area nurses shall be paid an annual allowance in lieu of the overtime provisions of Clause 23 - Overtime of the Nurses (ANF-WA Public Sector) Award 2002. Such an allowance shall be calculated on the basis of twenty five percent (25%) of the nurse's base salary and paid fortnightly.
- (b) Where the remote area nurse is not employed in a remote area full-time the allowance referred to in (a) shall be paid on a pro rata basis.

(6) Isolation Leave

- (a) Isolation leave is designed to compensate the remote area nurse for long periods of being continuously on call and shall be used as recreation leave only. A remote area nurse shall not be required to use Isolation Leave for staff development purposes.
- (b) Nurses who work in localities falling within Group A in subclause (2)(b) hereof shall be entitled to one week's isolation leave after the completion of each twelve weeks in a remote area. Provided that the fourth such week in any year shall be taken in conjunction with a period of annual leave.
- (c) Nurses employed in localities falling within Group B in subclause (2)(b) hereof shall be entitled to one week's isolation leave after the completion of each 24 weeks in a Group B locality. Provided that the second such week in any year shall be taken in conjunction with a period of annual leave.
- (d) A remote area nurse who commences employment at any other remote area locality within a period of one week shall be entitled to transfer the isolation leave accrued under subclause (b) to the new locality, provided that a further period of one week's travel between engagements shall be allowed.

(7) Travel

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

(8) Staff Development

- (a) Remote area nurses shall receive two weeks in-service training additional to the provisions contained in Clause 40 - Study Leave, of which at least one week shall be in a major centre with access to Staff Development Nurses, and/or other staff development resources.
 - (b) For periods of in-service training the Employer shall be responsible for funding travel, accommodation and shall provide a daily allowance according to Schedule 1 – Scale of Allowances of the Nurses (ANF-WA Public Sector) Award 2002.
 - (c) In-service training shall meet the needs identified through the Performance Management process.
- (9) Nothing in this Agreement prevents an Employer and an Employee from agreeing in writing to other benefits in substitution for the entitlements prescribed in this Clause.

46. RURAL GRATUITIES

- (1) The operative provisions of Clauses 37, 38, 39 and 40 of the Nurses (WA Government Health Services) Agreement 2001 (AG809781 PR907700) shall have effect as if those provisions were express terms of this Agreement.
- (2) Nothing in this Agreement prevents an Employer and an Employee from agreeing in writing to other benefits in substitution for the entitlements prescribed in this Clause.

PART 8 - DISPUTE RESOLUTION

47. DISPUTE RESOLUTION PROCEDURE

(1) Preamble

- (a) Any grievance, complaint or dispute, or any matter raised by the Union, Employer or Employee(s) about the application of this Agreement, shall be settled in accordance with the procedures set out herein.
- (b) Until the matter is determined, work shall continue normally in accordance with custom and practice existing before the matter arose. No party shall be prejudiced as to the final settlement by the continuance of work.
- (c) Nothing in this Clause limits the right of an employee to be represented by a union official, an accredited job representative or another person who is authorised to act on the employee's behalf.

(2) Procedure

- (a) 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 representative.

- (b) 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 representative.
- (c) If the dispute is still not resolved, it may be referred by the Employee, or their representative, to the Chief Executive or his/her nominee.
- (d) Where the dispute cannot be resolved within five (5) working days of the referral of the dispute to the Chief Executive Officer or his/her nominee, either the Employer or the Employee or the Union may refer the matter to the Commission for conciliation and arbitration as required.
- (e) The period for resolving a dispute may be extended or shortened by agreement between the Employer and the Employee and/or the Union.
- (f) Observance of these procedures shall in no way prejudice the right of any party in a dispute to refer the matter for resolution in the Commission, at any time.

(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.

PART 9 - MISCELLANEOUS

48. OVERPAYMENT OF SALARIES

(1) Where an employee is paid for work not subsequently performed or is overpaid in any other manner, the employer is entitled to make adjustment to the subsequent wages or salaries of the employee.

(2) One-off Overpayments

Subject to subclauses (4) and (5) of this clause, one-off overpayments may be recovered by the employer in the pay period immediately following the pay period in which the overpayment was made, or in the period immediately following the pay period in which it was discovered that overpayment has occurred.

(3) Cumulative Overpayments

Subject to subclauses (4) and (5), cumulative overpayments may be recovered by the employer at a rate agreed between the employer and the employee, provided that the rate at which the overpayment is recovered is not at a lesser rate than the rate at which it was overpaid or \$50 per week, depending on which is the lesser amount per pay period.

(4) In exceptional circumstances, other arrangements for the recovery of overpayments may be agreed between the employer and the employee.

(5) The employer is required to notify the employee of their intention to recoup an overpayment and to consult with the employee as to the appropriate recovery rate.

49. UNDERPAYMENT OF SALARIES

(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.

50. LEAVE TO ATTEND UNION BUSINESS

(1) 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) who with prior agreement between the union and employer attends 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.
- (2) The granting of leave pursuant to paragraph (1) of this subclause shall only be approved:
- (a) where an application for leave has been submitted by an employee a reasonable time in advance;
 - (b) for the minimum period necessary to enable the union business to be conducted or evidence to be given:
 - (c) for those employees whose attendance is essential;
 - (d) when the operation of the Organisation is not being unduly affected and the convenience of the employer impaired.
- (3) Leave of absence will be granted at the ordinary rate of pay.
- (4) The employer shall not be liable for any expenses associated with an employee attending to union business.
- (5) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- (6) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
- (7) The provisions of this clause shall not apply to special arrangements agreed from time to time by the parties, which provide for unpaid leave for employees to conduct union business.
- (8) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

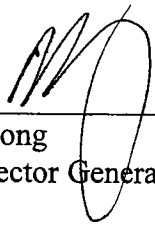
51. TRADE UNION TRAINING LEAVE

- (1) Subject to the provisions of this clause:
- (a) The employer shall grant paid leave of absence to employees who are nominated by the union to attend short courses conducted by the Australian Trade Union Training Authority.

- (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.
- (2) An employee shall be granted up to a maximum of five days paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to ten days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed ten days.
 - (3) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, penalty rates or overtime.
 - (4) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
 - (5) Subject to subclause (3), shift workers attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
 - (6) The granting of leave pursuant to the provisions of subclause (1) of this clause is subject to the operation of the Organisation not being unduly affected and to the convenience of the employer.
 - (7) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.
 - (8) All applications for leave shall be accompanied by a statement from the Western Australian branch of the union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.
 - (9) A qualifying period of twelve months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months government service.
 - (10) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.
 - (11) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

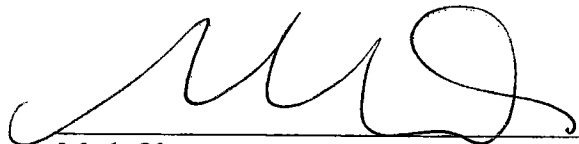
PART 10 - SIGNATORIES

52. SIGNATORIES



Dr Neale Fong
Acting Director General of Health

29 / 03 / 2005
Date



Mark Olson
Branch Secretary
Australian Nursing Federation (WA Branch)

29 / 3 / 05
Date

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:

1. TITLE

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

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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

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.

9. 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.

10. 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.

11. 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

<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 Hospital Board Dunstall Street BRUCE ROCK WA 6418</p>	<p>The Board of Management Dundas Health Service PO Box 155 NORSEMAN WA 6443</p>	<p>Kellerberrin Memorial Hospital Board 51 – 63 Gregory Street KELLERBERRIN WA 6410</p>

<p>The Board of Management Bunbury Health Service PO Box 301 BUNBURY WA 6230</p>	<p>The Board of Management East Pilbara Health Service PO Box 63 PORT HEDLAND WA 6721</p>	<p>The Board of Management Kimberley Health Service PMB 930 DERBY WA 6728</p>
<p>Busselton Health Board Locked Bag 3 BUSSELTON WA 6280</p>	<p>The Board of Management Esperance Health Service PO Box 339 ESPERANCE WA 6450</p>	<p>Kojonup District Hospital Board Spring Street KOJONUP WA 6395</p>
<p>Kukerin Nursing Post Board PO Box 19 KUKERIN WA 6325</p>	<p>The Board of Management Murchison Health Service PO Box 82 MEEKATHARRA WA 6642</p>	<p>Kondinin District Hospital Board PO Box 2 KONDININ WA 6367</p>
<p>The Board of Management Kununoppin and Districts Health Service Leake Street KUNUNOPPIN WA 6489</p>	<p>Nannup Health Service Carey Street NANNUP WA 6275</p>	<p>Quairading District Hospital Board Harris Street QUAIRADING WA 6383</p>
<p>The Board of Management Lake Grace and Districts Health Service PO Box 189 LAKE GRACE WA 6353</p>	<p>Narembeen Health Services Board Ada Street NAREMBEEN WA 6369</p>	<p>The Board of Management Ravensthorpe Health Service PO Box 53 RAVENSTHORPE WA 6346</p>
<p>The Board of Management Laverton and Leonora Health Service PO Box 21 LAVERTON WA 6440</p>	<p>Narrogin Regional Hospital Board PO Box 336 NARROGIN WA 6312</p>	<p>The Board of Management Roebourne District Hospital PO Box 81 ROEBOURNE WA 6718</p>
<p>Margaret River Health Board Farrelly Street MARGARET RIVER WA 6285</p>	<p>Next Step Specialist Drug and Alcohol Services Board 7 Field Street MOUNT LAWLEY WA 6050</p>	<p>Southern Cross District Hospital Board Coolgardie Road SOUTHERN CROSS WA 6426</p>
<p>The Board of Management Merredin Health Service PO Box 241 MERREDIN WA 6415</p>	<p>The Board of Management Nickol Bay Hospital PO Box 519 KARRATHA WA 6714</p>	<p>Tambellup Nursing Post Board PO Box 123 TAMBELLUP WA 6320</p>
<p>Metropolitan Health Service Board Ground Floor 1 Havelock Street WEST PERTH WA 6005</p>	<p>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>The Board of Management Morawa and Districts Health Service PO Box 229 MORAWA WA 6623</p> <p>The Board of Management Mukinbudin Health Service Cnr Ferguson and Maddock Street MUKINBUDIN WA 6479</p> <p>Mullewa Health Services Board of Management PO Box 167 MULLEWA WA 6630</p> <p>Yalgoo Nursing Post Board Lot 26 Stanley Street YALGOO WA 6635</p> <p>The Board of Management Yarloop Health Services Barrington – Knight Road YARLOOP WA 6218</p>	<p>Northcliffe District Hospital Board Wheatley Coast Road NORTHCLIFFE WA 6262</p> <p>North Midlands District Hospital Board PO Box 138 THREE SPRINGS WA 6519</p> <p>Peel Health Services Board McKay Street PINJARRA WA 6208</p> <p>Pemberton District Hospital Board Hospital Avenue PEMBERTON WA 6260</p> <p>Pingelly District Hospital Board PO Box 63 PINGELLY WA 6308</p> <p>Plantagenet District Hospital Board PO Box 21 MOUNT BARKER WA 6324</p>	<p>Warren District Hospital Board PO Box 179 MANJIMUP WA 6258</p> <p>The Board of Management Wickepin Health Service PO Box 117 WICKEPIN WA 6370</p> <p>The Board of Management Wickham District Hospital PO Box 103 WICKHAM WA 6370</p> <p>Williams Medical Centre Board PO Box 42 WILLIAMS WA 6390</p> <p>Wongan Hills District Hospital Board PO Box 250 WONGAN HILLS WA 6603</p> <p>Wyalkatchem – Koorda and Districts Hospital Board Honour Avenue WYALKATCHEM WA 6485</p>
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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.

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.

8. 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

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