

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LC certification of multiple business agreement

Western Australian Government Health Industry Employers

- and -

Australian Nursing Federation
(AG2001/3224)

NURSES' (WA GOVERNMENT HEALTH SERVICES) AGREEMENT 2001

Various employees

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



Health and welfare services industry

Certification of Division 3 multiple business agreement with organisation(s) of employees.

DECISION

[1] This is an application pursuant to s.170LC of the *Workplace Relations Act 1996* (the Act) for certification of a multiple business agreement known as the Nurses' (WA Government Health Services) Agreement 2001. The application is made by the Australian Nursing Federation and by the Minister for Health, Western Australia on behalf of employer respondents to the proposed agreement.

[2] The agreement has been made between some 75 Western Australian Government Health Industry employers and the Australian Nursing Federation. Each of the employers is listed in Appendix 2 of the proposed agreement.

[3] The application was heard by a Full Bench constituted under subsection 170LC(3), in Perth on 9 August 2001. The Full Bench took into account the content of statutory declarations lodged with the application disclosing the nature of the multiple businesses conducting public sector hospital services subject to the proposed agreement. The evidence in the statutory declarations and the Commission's own knowledge of the circumstances of the case provide a sufficient basis for the Commission to be satisfied under subsection 170LC(4). It is in the public interest to certify the proposed agreement having regard to the improbability of matters dealt with by the agreement being more appropriately dealt with by an agreement other than a multiple business agreement. That consideration is reinforced by the nature of the businesses covered and the character of the nursing profession as a relatively scarce but skilled human resource for the health services industry in Western Australia.

[4] Undertakings given under s.170LV at the hearing by representatives of each party confirm that the proposed agreement will operate on the basis that it applies to the employment of persons who are members of, or who are eligible to be members of, the ANF,

being work regulated by the Nurses' (ANF WA Public Sector) Award 1994 or the Nurses (WA Mental Health Services) Award 1991.

[5] We also note that in relation to clauses 22 and 23 concerning Professional Development Leave in the proposed agreement, a commitment was given on transcript that the intention of the clauses is to provide an entitlement to professional development leave as an annual entitlement, but not an annually accruing entitlement from year to year. The terms of that commitment are contained in exhibit ANF1, a letter from Mr Nicholas Ellery, of Corrs Chambers Westgarth on behalf of the Western Australian Government Health Industry employers, to Ms Belinda Burke, of the Australian Nursing Federation. The exhibit is part of the record and will be retained on file.


[6] On the basis of the Statutory Declarations filed by the parties to the agreement, the content of the proposed agreement and the submissions made at the hearing, we are satisfied that the relevant requirements of the Act and Rules have been met.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the *Workplace Relations Act 1996*, the Commission hereby certifies the attached written agreement between Western Australian Government Health Industry employers and the Australian Nursing Federation in this matter.

This agreement shall come into force from 9 August 2001 and shall remain in force until 1 May 2004.

BY THE COMMISSION:


JUSTICE P.R. MCINERNEY



The seal is circular with the text 'AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION' around the top edge and 'NEW SOUTH WALES REGISTRY' around the bottom edge. In the center is the Australian coat of arms featuring a kangaroo and an emu flanking a shield, with the word 'AUSTRALIA' below it.

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CLAUSE 1 – TITLE

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

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CLAUSE 3 – SCOPE AND PARTIES BOUND

This Agreement is binding on:

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

CLAUSE 4 – RELATIONSHIP TO AWARD

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

CLAUSE 5 – DURATION

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

CLAUSE 6 – NO FURTHER CLAIMS

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

CLAUSE 7 – NOT TO BE USED AS A PRECEDENT

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

CLAUSE 8 – WAGES

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

- A further 4.5% wage increase payable from 2 May 2002.
- A further 4% wage increase payable from 2 May 2003.

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

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

CLAUSE 9 – CAREER STRUCTURE

- 9.1** As of 1st July 2001 any Enrolled Mental Health Nurse who has been classified at Level 1.5 for a period of twelve months shall be reclassified Level 1.6.
- 9.2** The Award Registered Nurse Level 1 classification range is restructured. The first increment is removed and the remaining increments are re-numbered from 1 to 7. The range is to be extended by 2 increments over the life of the Agreement.
- 9.2.1** As of 2nd November 2001, any nurse who has been classified at Level 1.7 for a period greater than twelve months shall be reclassified Level 1.8. This increment shall be worth an additional \$15 per week.
- 9.2.2** As of 2nd November 2002, any nurse who has been classified at Level 1.8 for a period of twelve months shall be reclassified Level 1.9. This increment shall be worth an additional \$15 per week.
- 9.3** The parties agree that all Level 2 rates shall be adjusted by \$15.00 to maintain the dollar relativity between the current Level 2 rates and the Level 1 rates.
- 9.4** Subject to the provisions of subclause 8.2 of this Agreement progression through the increments for registered nurses classified at Level 1 and enrolled mental health nurses, shall occur by annual increments.
- 9.5** The actual ordinary weekly wage rates applicable during the term of this Agreement will be paid in accordance with columns A, B, C, D and E of Appendix 1 – Wage Schedule.

CLAUSE 10 – SENIOR NURSES WORK VALUE ASSESSMENT

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

CLAUSE 11 - STUDENT MIDWIVES

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

CLAUSE 12 – SALARY PACKAGING

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

CLAUSE 13 – DEFINITIONS

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

CLAUSE 14 – NIGHT DUTY ARRANGEMENTS

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

CLAUSE 15 – OVERTIME

- 15.1** An employee required to work overtime will be paid overtime in accordance with the award provided that time off in lieu of payment shall be by agreement between the employer and employee.
- 15.2** A part time employee who is required to work overtime will be paid overtime when they exceed the normal full time shift length for that unit or more than 38 hours per week.
- 15.3** Where overtime is worked there shall be a break of 9.5 hours between shifts.

CLAUSE 16 – ON CALL AND RECALL

- 16.1.1** An employee, other than a Registered Nurse Level 4 and 5 rostered to be on call will be paid 18.75% of 1/38th of the rate of pay prescribed for a Level

1.2 Registered Nurse for each hour or part thereof she/he is on call. Provided that this payment shall not be made in respect to any period for which overtime is paid.

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

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

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

- (a) where the senior nurse works in excess of 8 hours continuously within ordinary hours of work;
- (b) where the return to work is for duties of management (eg Board meetings, security, non-nursing emergencies); or
- (c) where other suitably trained staff are available to deal with the recall.

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

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

16.4.1 they are rostered on call:

- 16.4.1(a)** during weekend days or public holidays; or
- 16.4.1(b)** on days that they are not rostered for duty; and

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

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

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

- 16.5** Within the accrual year a window period of any three (3) consecutive months, determined by the employee, which excludes any leave, shall be used to calculate the number of additional days leave the employee is entitled to. If the employee is rostered a minimum of two (2) days on call per four week roster on either Weekend Days, Public Holidays or Rostered Days Off during the three month window period, the employee shall be entitled to the five full days additional leave. Employees who do not meet this criteria will have their entitlements calculated in accordance with 16.5.
- 16.6** Leave which accrues as provided in this clause is to be taken by agreement between the Health Service and employee within the operational needs of the Health Service.
- 16.7** The loading prescribed in subclause 20.1.6 does not apply to leave provided in this clause.
- 16.8** Where a nurse qualifies for additional leave by meeting the definition of a continuous shift worker or by being regularly placed on call, the maximum combined entitlement shall be 5 days leave.

CLAUSE 17 – HOURS OF WORK

- 17.1** Changes to roster arrangements will be determined at the workplace level in accordance with Clause 18, Flexibility in Hours and Rostering, of this Agreement unless otherwise provided in this clause.
- 17.2** Accrued days off as provided for in Clause 33 and Clause 35 of the Nurses' (ANF – WA Public Sector) Award 1994, shall be taken in accordance with the following paragraphs:

17.2.1 ADO's for Full Time Nurses:

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

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

17.2.2 ADO's for Part Time Employees

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

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

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

- 17.3** Provided that employees on 70 hour per fortnight contracts working 7 hour shifts over 10 days will be offered the option of increasing to full time with an entitlement to ADO's.
- 17.4** The provisions of this clause shall not apply to accrued days off accumulated prior to the certification of this Agreement.
- 17.5** Employees who were not entitled to ADO's prior to the commencement of the last Agreement will not accrue ADO's under this Agreement.
- 17.6** Employees in their graduate year or graduate program will not accrue days off.
- 17.7** Level 3 nurses (non shift workers) will be employed on the no fixed hours arrangement specified in subclause 17.8.
- 17.8** No fixed hours arrangement:
 - 17.8.1** Hours worked in excess of 152 hours per four week cycle will be granted as time off in lieu. Such time off in lieu will be taken at the ratio of 1 : 1 1/2 for all of the hours in excess of 152. Time off in lieu will be taken within 8 weeks of having it accrued. If the employee is unable to take the leave within 8 weeks and can provide evidence of having applied for the leave, the time off in lieu will be paid as overtime.
 - 17.8.2** The mechanism for recording and managing the no fixed hours provision will be developed by the Health Service in conjunction with each employee.
- 17.9** Level 1 and Level 2 Nurses employed in clinics and departments or where the service needs require them to function between 8am to 6pm Monday to Friday inclusive and Saturday between 8am and 12noon will be employed on the basis of 38 hours per week.

CLAUSE 18 – FLEXIBILITY IN HOURS AND ROSTERING

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

18.1 Employers and employees covered by this agreement may reach agreement to vary the methods by which hours and rosters may be worked to meet the requirements of the Health Service and the aspirations of the employees concerned.

18.2 An agreement referred to above shall be subject to the procedures below:

18.2.1 A representative forum shall be established in the area affected to progress discussions on proposals for change. The forum shall commit to writing and present to staff any proposal for change.

18.2.2 The process for seeking and recording the agreement to a proposal for change must be advised to all employees prior to seeking such agreement.

18.2.3 A record will be kept of the process followed and the outcome. Further, the process for reaching an agreement must be open and transparent and available for inspection by the ANF if so requested by at least one employee who is affected by the proposed change.

18.2.4 Any agreement reached will be committed to writing and if the ANF has not been involved in the negotiations, a copy shall be sent to the Secretary of the ANF. Application will then be made to the AIRC to ratify the agreement.

18.2.5 A lead time of a minimum of four weeks shall be provided for the implementation of the proposed arrangements.

18.2.6 Nothing shall prevent employees affected by the proposed change from seeking advice from or representation by the ANF at any stage in the above process.

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

18.3 The clause replaces the following clauses in the Award in relation to rostering and hours of work:

Clause 28 - Introduction of Change

Clause 44 - Enterprise Flexibility Provision

Appendix 1 - Flexibility in Rostering of the Nurses (ANF - WA Public Sector)

Award 1994; and also replaces the Guidelines for consultation, implementation and evaluation of alternative rosters.

CLAUSE 19 – DISPUTE SETTLEMENT PROCEDURE

19.1 The following procedure for settling disputes and grievances will be followed by the parties.

19.1.1 The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days (excluding weekends and public

holidays) refer the matter in writing to a more senior officer nominated by the employer and the employee (s) shall be advised accordingly in writing.

19.1.2 The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employees shall be advised accordingly.

19.1.3 If the matter has been referred in accordance with the above the employee(s) or the shop steward shall notify the ANF, to enable the opportunity of discussing the matter with the employer.

19.1.4 The employer shall as soon as practicable after considering the matter before it, advise the employee(s) or where necessary the union of its decision. Provided that such advice shall be given within seven working days of the matter being referred to the employer.

19.1.5 Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the AIRC for conciliation and if necessary arbitration. If arbitration is required to resolve the dispute, the decision of the Commission shall be final and binding on all parties.

19.1.6 The status quo, (ie the condition applying prior to the issue arising) will remain until the processes specified in accordance with the procedure outlined above is completed.

19.1.7 Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified above.

19.2 The clause replaces Clause 30 - Grievance Procedure in the Nurses (ANF WA Public Sector) Award 1994.

CLAUSE 20 – LEAVE ENTITLEMENTS

20.1 ANNUAL LEAVE

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

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

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

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

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

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

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

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

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

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

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

Pro rata Chart

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

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

20.2 PUBLIC HOLIDAYS

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

20.3 LONG SERVICE LEAVE

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

20.4 PAID PARENTAL LEAVE

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

20.5 DEFERRED SALARY SCHEME

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

20.5.1 By written agreement between employer and employee, an employee may be paid 80% of her/his normal salary under this Agreement, and any other relevant agreement upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year. The fifth year will be treated as continuous service. The leave may not be accrued unless the employer agrees to accrual.

20.5.2 In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.

20.5.3 An employee may withdraw from this arrangement in writing. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between employer and employee but not more than 3 months from the time of the employees withdrawal from the arrangement.

Provided that an employee who terminates his or her employment prior to the completion of the 4th year will be paid the accrued credit in their final payment.

20.5.4 Any paid leave taken during the first four years of the arrangements will be paid at 80% of the employee's normal salary.

20.5.5 It is the responsibility of the employee to investigate the impact of the arrangement on her/his superannuation and taxation.

20.6 SICK LEAVE

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

CLAUSE 21 – STUDY LEAVE

21.1 Conditions for Granting Time Off

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

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

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

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

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

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

21.1.6 (a) convenience of the Health Service;

21.1.6 (b) the course being undertaken on a part-time basis;

21.1.6 (c) employees undertaking an acceptable formal -study load in their own time;

21.1.6 (d) employees making satisfactory progress with their studies; and

21.1.6 (e) the course being relevant to the employee's career in the Health Service and being of value to the employer.

21.1.7 A service agreement or bond will not be required.

21.2 Approved Courses.

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

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

21.2.3 Diploma courses at Technical and Further Education (TAFE)

21.2.4 Two-year full time Certificate courses at TAFE.

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

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

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

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

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

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

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

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

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

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

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

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

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

21.13.2 Study tours involving observations and/or investigations; or

21.13.3 A combination of postgraduate studies and study tour.

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

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

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

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

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

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

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

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

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

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

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

21.17.2 Where the employer approves full time study leave with pay the actual wage contribution forms part of the employer's approved average staffing

level funding allocation. The employer should bear this in mind if considering temporary relief.

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

21.17.3. (a) Interstate - Ministerial approval

(b) Overseas - Premier's approval

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

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

CLAUSE 22 – PROFESSIONAL DEVELOPMENT

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

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

CLAUSE 23 – PROFESSIONAL DEVELOPMENT FOR GRADUATE NURSES

23.1 Graduate nurses shall continue to receive 38 hours paid staff development – pro rata for part time staff.

23.2 Nurses participating in the country graduate program shall be entitled to additional professional development leave in accordance with the following paragraph.

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

CLAUSE 24 – QUALIFICATION ALLOWANCE

24.1 A qualifications allowance will be paid to nurses who satisfy the criteria set out below. This allowance will be in the form of a one-off payment.

24.2 The allowance will become payable to nurses, who hold a qualification, as defined below, that is relevant to the nurses current practice or position or role. To be entitled to the allowance, nurses must be in the practice or

position or role to which the qualification is relevant for a period of at least 12 months. This period of 12 months may accrue from any time from and including 2nd May 2000 until the expiry date of the certified agreement.

- 24.3** The qualifications that will attract this allowance will be the following:
- Hospital based certificates which must be of one years' (or two academic semesters) duration, or the renal dialysis certificate.
 - Postgraduate certificates or diplomas which must be "articulated" with a university and must have been taken over a period of at least two semesters.
 - Masters or PhD qualifications, which must be relevant to the area of nursing practice or position or role that, the nurse is currently working in.
- 24.4** Conversion degrees and non-tertiary qualifications or certificates (other than those referred to above) do not attract the allowance.
- 24.5** The allowance that is payable is 3% of the current base rate salary of the nurse, as at the date at which the nurse became eligible to be paid the allowance (ie on the expiry of the 12 months referred to above).
- 24.6** This payment will be a once only payment for each nurse; ie nurses will not be entitled to receive two qualification allowance payments.

CLAUSE 25 – WITNESS

- 25.1** An employee subpoenaed or called, as a witness to give evidence in any proceeding shall as soon as practicable notify the employer.
- 25.2** Where an employee is subpoenaed or called as a witness to give evidence in an official capacity that employee shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated, subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.
- 25.3** An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses as soon as practicable after the default, notify the employer.
- 25.4** An employee subpoenaed or called, as a witness on behalf of the Crown, not in an official capacity shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fees but shall pay all fees received into Consolidated Revenue Fund.

25.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 25.2 and 25.4 of this clause shall be granted leave of absence without pay except where the employee makes an application to clear accrued leave in accordance with award provisions.

CLAUSE 26 – JURY

26.1 An employee required to serve on a jury shall as soon as practicable after being summoned to serve, notify the employer.

26.2 An employee required to serve on a jury shall be granted by the employer leave of absence on full pay, but only for such period as is required to enable the employee to carry out duties as a juror.

26.3 An employee granted leave of absence on full pay as prescribed in subclause 26.2 of this clause is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Revenue Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

CLAUSE 27 – RESOURCES AND FACILITIES

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

CLAUSE 28 – LEAVE TO ATTEND UNION BUSINESS

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

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

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

- (1) where an application for leave has been submitted by an employee a reasonable time in advance;

- (2) for the minimum period necessary to enable the union business to be conducted or evidence to be given:
- (3) for those employees whose attendance is essential;
- (4) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.

- 28.2**
- (i) Leave of absence will be granted at the ordinary rate of pay.
 - (ii) The employer shall not be liable for any expenses associated with an employee attending to union business.
 - (iii) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

- 28.3**
- (i) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
 - (ii) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
 - (iii) The provisions of this clause shall not apply to special arrangements made between the parties, which provide for unpaid leave for employees to conduct union business.

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

CLAUSE 29 – TRADE UNION TRAINING LEAVE

29.1 Subject to the provisions of this clause:

- (i) The employer shall grant paid leave of absence to employees who are nominated by the union to attend short courses conducted by the Australian Trade Union Training Authority.
- (ii) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.

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

- 29.3**
- (i) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowance, penalty rates or overtime.
 - (ii) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38 hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.

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

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

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

(ii) All applications for leave shall be accompanied by a statement from the Western Australian branch of the union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the authority which is conducting the course.

29.7 A qualifying period of twelve months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than twelve months government service.

29.8 The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

29.9 Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

CLAUSE 30 – NURSE PRACTITIONER

30.1 When the relevant legislation is proclaimed the parties will negotiate to reach agreement on an award variation to cover the new classification.

30.2 If agreement is not reached within three months the parties agree to submit the matter to the AIRC for determination.

CLAUSE 31 – REMOTE AREA NURSES

31.1 INCIDENCE AND APPLICATION

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

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

31.2 RELATIONSHIP WITH AWARD

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

31.3 DEFINITIONS

(a) Remote areas are defined as places, which are geographically isolated from public amenities, community services, acute hospital facilities and (usually) medical practitioners.

(b) For the purposes of this award the following health care sites are considered to be located in remote areas:

- Group A: Albrohos Island
Balgo Hills (Wirrimanu)
Billiluna
Coonana
Doduan
Gibb River Station
Imintji
Kalumbaru
Kunawarritji (Well 33)
Lombadina
Looma
Marble Bar
Mount Barnett (Kupungarri)
Mount Elizabeth
Mount House
Mulan
Noonkenbah (Yungngora)
Nullagine
One Arm Point (Bardi)
Oombulgurri
Parnngurr (Cotton Creek)
Punmu
Strelley Station
Tjuntjunjarra (Paupiyale Tjarutja)
Warralong
Wangkatjunka
Warmun
Yandeyarra
- Group B: Bremer Bay
Cervantes
Lake Varley

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

31.4 WAGES AND ALLOWANCES

(a) Subject to subclause 31.2 hereof; remote area nurses shall be paid at the wage rate prescribed in Appendix 1 (Level 3) of this Agreement:

- (i) where there is only one registered nurse at the health care site; and
 - (ii) where there is more than one registered nurse at the health care site then at least one nurse shall be paid at this wage rate.
- (b) (i) As part of a graduate employment programme a Level 1 registered nurse may be employed in a supernumary position by agreement between the employer and the union.
- (ii) It is acknowledged by the parties that having regard for the type of service that is required to be provided by a particular health site, it may be possible that the service could be provided by a Level 2 nurse. Accordingly, subject to an agreement between the employer and the union a Level 2 nurse may be employed in lieu of a Level 3 nurse at that particular health care site.

(c) The parties are committed to reviewing the allowances paid to remote area nurses pursuant to Clause 20 - District Allowance and Clause 22 - Scale of Allowances of the Nurses (ANF – WA Public Sector) Award 1994 to ensure that all remote localities are listed and an appropriate rate of allowances is determined.

31.5 AVAILABILITY ALLOWANCE

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

(b) When required to be on-call the remote area nurse shall remain within the health care site or provide notice of the nurse's whereabouts or contact telephone number displayed at the health care site and/or left on the answering machine.

(c) In locations where such a facility is available, the employer shall provide electronic or other devices by which the remote area nurse can be contacted anywhere within their work environment.

(d) A remote area nurse shall receive an Availability Allowance of 50% of the "on call" allowance prescribed by subclause 16.1.1 of this Agreement for all hours outside ordinary and overtime hours actually worked.

(e) Where there is more than one nurse at any one location, the remuneration for availability will be shared equally. The allowance may be extended to other nurses at the site, if it is felt that more than one nurse is required to be available at any one time.

31.6 AVAILABILITY ALLOWANCE - OTHER REMOTE AREA NURSES

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

31.7 OVERTIME

(a) Remote area nurses shall be paid an annual allowance in lieu of the overtime provisions of Clause 37 - Overtime, Recall and Oncall of the Nurses (ANF-WA Public Sector) Award 1994. Such an allowance shall be calculated on the basis of twenty five percent (25%) of the nurse's base salary.

(b) Where the remote area nurse is not employed in a remote area full-time the allowance referred to in (a) shall be paid on a pro rata basis.

31.8 ISOLATION LEAVE

(a) Isolation leave is designed to compensate the remote area nurse for long periods of being continuously on call and shall be used as recreation leave only. A remote area nurse shall not be required to use Isolation Leave for staff development purposes.

(b) Nurses who work in localities falling within Group A in Clause 31.3(b) hereof shall be entitled to one week's isolation leave after the completion of each twelve weeks in a remote area. Provided that the fourth such week in any year shall be taken in conjunction with a period of annual leave.

(c) Nurses employed in localities falling within Group B in Clause 31.3 (b) hereof shall be entitled to one week's isolation leave after the completion of each 24 weeks in a Group B locality. Provided that the second such week in any year shall be taken in conjunction with a period of annual leave.

(d) A remote area nurse who commences employment at any other remote area locality within a period of one week shall be entitled to transfer the isolation leave accrued under (b) to the new locality, provided that a further period of one week's travel between engagements shall be allowed.

31.9 TRAVEL

(a) For each period of leave, the remote area nurse shall be provided with travel into and out of the remote area to the nearest airport serviced by scheduled passenger service.

(b) Travel and relief arrangements shall allow for a minimum handover period of one hour.

31.10 STAFF DEVELOPMENT

(a) Remote area nurses shall receive two weeks in-service training additional to the provisions contained in Clause 21 - Study Leave, of which at least one week shall be in a major centre with access to Staff Development Nurses, and/or other staff development resources.

(b) For periods of in-service training the employer shall be responsible for funding travel, accommodation and shall provide a daily allowance according to Clause 22 Scale of Allowances of the Nurses (ANF-WA Public Sector) Award 1994.

(c) In-service training shall meet the needs identified through the Performance Management process.

CLAUSE 32 – COMMUNITY NURSES

32.1 A mechanism for the indexation of the applicable motor vehicle allowance will be determined and agreed. In the absence of agreement, the parties agree to refer the matter to, and accept the decision of, the AIRC.

32.2 All community nursing positions will be filled by nurses.

32.3.1 All new appointee's conditions of employment will be expressly agreed at commencement of employment.

32.3.2 The following provisions may apply to school nurses if determined appropriate by the Health Service.

(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 applicable 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.

32.4 Where a community nurse is required to use a motor vehicle in the course of their employment, a motor vehicle will be provided by the employer for this purpose wherever possible.

32.5 Community nurses will have, in their letter of appointment, clarification of the lines of reporting, including the name of their employer, the name of the workplace, and the position to which they report.

CLAUSE 33 – HIGHER DUTIES

33.1 An employee required at the request of the Director of Nursing or delegate to temporarily undertake the full duties of a position classified Level 3, will receive the appropriate Level 3 rate of pay on a shift by shift basis.

33.2 An employee required to temporarily perform the duties at a Level 2, 4 or 5 position will be required to perform the full duties of the Level 2, 4 or 5 position for a minimum of 5 consecutive working days before being eligible to receive a Level 2, 4 or 5 rate of pay.

CLAUSE 34 – FILLING OF VACANCIES

34.1 Recruitment practices will ensure that the most suitable applicant's are selected and appointed to vacant positions.

34.2 The process of recruitment will be open, competitive, and free of bias, unlawful discrimination, nepotism or patronage. Recruitment decisions will be transparent and capable of review.

34.3 Upon appointment, each employee shall receive a letter of appointment stating their workplace, their weekly hours of work, their classification, job title, industrial instrument, the spread of days and spread of shifts to be worked.

CLAUSE 35 – FIXED TERM ENGAGEMENTS

35.1 The parties to this Agreement agree that permanent employment is the preferred form of engagement.

35.2 Fixed term employees may be appointed for the following situations:

- Unexpected or unplanned leave
- Parental Leave
- Annual Leave
- Long Service Leave
- Long term sick leave
- Workers compensation
- Special projects
- Employees undertaking an accredited course of study
- To fill vacancies while the recruitment process is undertaken
- Any other situations as agreed between the employer and the ANF

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

CLAUSE 36 – AGENCY AND CASUAL EMPLOYMENT

36.1 Agency engagements are not the preferred method of delivery of services and will only be used in extraordinary circumstances, such as:

- Where there are no other suitably qualified employees available in the short term
- Where there is a bona fide emergency or urgent work requirement
- Where the skills required cannot be obtained internally in the short term

36.2.1 An employee may elect to work on a casual basis during a period of parental leave without affecting the prior status of employment with the Health Service.

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

CLAUSE 37 – RURAL GRATUITIES

37.1 For the purposes of this clause:

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

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

37.1.3 Zone 1 encompasses the Kimberley Health Service, East Pilbara Health Service, West Pilbara Health Service, Ashburton Health

Service, Murchison Health Service, Gascoyne Health Service, Laverton Leonora Health Service, and Kalgoorlie Boulder Health Service.

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

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

37.2 Gratuity Payments will be payable subject to-

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

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

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

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

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

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

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

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

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

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

37.2.4 For employees employed by the Kimberley Health Service,.

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

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

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

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

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

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

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

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

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

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

- 37.4** Eligible employees who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, can transfer their accrual, providing they serve at least six months at each location, on each occasion.
- 37.4.1** Eligible employees who serve less than six months in a Zone 1 location, who permanently move from one location within Zone 1 to another location within Zone 1 and maintain continuity of service, may only transfer their accrual if they have the written approval from the General Managers of the Health Services concerned.
- 37.4.2** If the percentage of the gratuity differs from one location to the other then a pro-rata calculation will be made and paid accordingly upon the gratuity falling due.
- 37.5** Eligible employees who are promoted, demoted, or elect to take on a position at a lower level than their initial position, on a permanent basis during a qualifying period, will receive a gratuity that is pro rata to the time spent at each level and paid accordingly upon the gratuity falling due.
- 37.6** Eligible employees who act in higher duties positions during the life of this agreement are not eligible for the higher gratuity payment regardless of the length of acting undertaken.
- 37.7** Part-time employees shall receive a payment that is pro-rata to the average number of hours worked during the qualifying period.
- 37.8** Casual employees, Temporary employees, and Agency Staff are not eligible for payment of a gratuity. Any length of service accrued as a casual employee will not be recognised should that casual employee become a permanent employee.
- 37.9** The offer of a gratuity payment to new employees as per this clause will cease upon the expiry of this agreement. Existing employees part way through a qualifying period will only be able to access their next due gratuity payment at the end of that qualifying period, notwithstanding that such qualifying period may be completed subsequent to expiry of this Agreement. The continuance of gratuity payments will be addressed in future agreements.
- 37.10** An employee who commences employment with a Zone 1 Health Service after the expiry of this Agreement shall not be entitled to payment of a gratuity as per the conditions of this Agreement.
- 37.11** When paying the gratuity the following provisions must be observed:
- 37.11.1** where possible the gratuity will be paid as a lump sum on the first pay day following the completion of each qualifying period. However, for tax purposes, the payment should be averaged (taxed at the marginal rate),

- 37.11.2** gratuity payments will not be cumulative,
- 37.11.3** paid leave is included as part of a qualifying period. The cash equivalent of paid leave will not be included as service for the purpose of this payment,
- 37.11.4** the gratuity does not apply for superannuation purposes,
- 37.11.5** the gratuity is not “all purpose” and should not be included for the calculation of overtime, penalties and leave loading.
- 37.11.6** the increment level, within a classification level, that the employee was receiving at the time the gratuity payment fell due will be used to calculate the base weekly wage.
- 37.11.7** for pro rata calculations following a change in classification level of an employee during a qualifying period, the increment level, within a classification level, that the employee was receiving prior to changing classification level will be used to calculate the base weekly wage for that pro rata period.

37.12 It is acknowledged that a gratuity payment provision has been included in this Agreement as a bona fide attempt to improve the recruitment and retention of registered nurses by the Zone 1 Health Services. It is agreed that twelve months prior to the expiry of this Agreement a working party will evaluate the success of this initiative in improving recruitment and reducing staff turnover. Any future incentives to be offered will take into account the recommendations of the working party.

CLAUSE 38 – GRATUITY PAYMENT – MERREDIN HEALTH SERVICE

- 38.1** Nurses directly employed by the Merredin Health Service who complete a period of 18 months of continuous service with the Merredin Health Service will be entitled to a gross payment of \$1200 at the completion of each 18 month period of continuous service.
- 38.2** Part time employees will be paid on a pro rata basis as their hours bear to 38.
- 38.3** For the purposes of this clause,
 - (i) Service shall not be deemed to include periods of leave without pay, parental leave and other leave in excess of 13.5 weeks per 18 month period.
 - (ii) The accrual service period shall commence from the 23rd August 1999.
- 38.4** The continuation of the incentive payment will be linked to satisfactory performance management outcomes to be reviewed within six months of the expiration of this agreement.
- 38.5** No pro rata payment will be made to employees who complete less than eighteen months service.

CLAUSE 39 – GRATUITY PAYMENT – GERALDTON HEALTH SERVICE

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

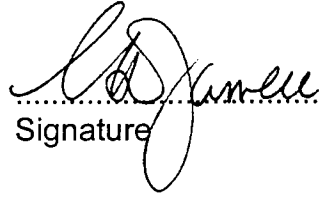
CLAUSE 40 – GRATUITY PAYMENT – MIDWEST HEALTH SERVICE

- 40.1** This clause relates to Registered Nurses employed by Boards comprising the Midwest Health Service.
- 40.2** Following the completion of eighteen (18) months continuous service, commencing from the date of certification of this Agreement or from commencement of contract, whichever is the later, the employee is entitled to a payment of \$1200.
- 40.3** Part time Registered Nurses shall receive a payment that is pro rata to the average number of hours worked during the eighteen (18) month period.
- 40.4** Casual employees are not eligible for payment.
- 40.5** Continuous service is defined as any period where an employee is paid including any period when the employee is absent from his/her duties on full or part pay but does not include any cumulative period exceeding two (2) weeks during which the employee is absent on leave without pay.
- 40.6** An employee can elect to take the retention payment as a lump sum or over a period of six pay periods.

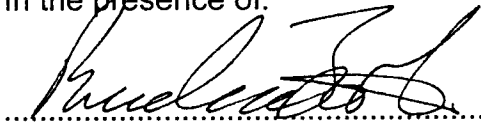
- 40.7** Where at the instruction of the employer, the employee works at other locations than in subclause 40.1 then this will count as service. However, if the employee opts to work in another location then this period of employment will be excised from the period of continuous service.
- 40.8** The payment of the retention allowance is only valid for those employees employed during the life of this Agreement.

CLAUSE 41 – SIGNATORIES TO THE AGREEMENT

SIGNED for and on behalf of the
Employers by **CHRISTINE O'FARRELL**,
Executive General Manager Health
System Performance and Evaluation,
Department of Health (Western
Australia), who warrants she is duly
authorised to execute this agreement on
behalf of the Employers:


Signature

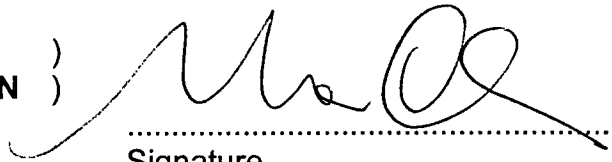
In the presence of:


Witness

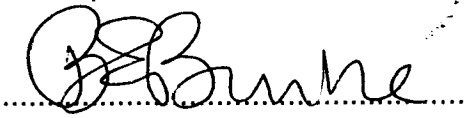
CHRISTINE H O'FARRELL
Name (print)

PRUDENCE FORD
Name of Witness (print)

SIGNED for and on behalf of
AUSTRALIAN NURSING FEDERATION
by its authorised officer:


Signature

In the presence of:


Witness

MARK OUSEY
Name (print)

BELINDA BURKE
Name of Witness (print)

APPENDIX 1 – WAGES SCHEDULE

	Current	A 2-May-01 5%	B 2-Nov-01 \$15	C 2-May-02 4.5%	D 2-Nov-02 \$15	E 2-May-03 4%
EMHN						
Pay point 1	543.90	571.00		596.80		620.70
Pay point 2	555.50	583.20		609.50		633.90
Pay point 3	567.10	595.40		622.30		647.10
Pay point 4	578.60	607.50		634.90		660.30
Pay point 5	590.00	619.50		647.40		673.30
Pay point 6	*	629.50		657.80		684.10
		*effective 1 July 2001				
Registered Nurse						
Level 1.1	625.10	656.40		685.90		713.30
Level 1.2	653.80	686.50		717.40		746.10
Level 1.3	682.80	716.90		749.20		779.20
Level 1.4	711.60	747.20		780.80		812.00
Level 1.5	740.50	777.50		812.50		845.00
Level 1.6	769.30	807.80		844.10		877.90
Level 1.7	798.10	838.00		875.70		910.70
Level 1.8			853.00	891.40		927.00
Level 1.9					906.40	942.60
Level 2.1	827.00	868.40	883.40	923.10	938.10	975.60
Level 2.2	846.10	888.40	903.40	944.10	959.10	997.40
Level 2.3	865.40	908.70	923.70	965.20	980.20	1019.40
Level 2.4	884.60	928.80	943.80	986.30	1001.30	1041.40
Level 3.1	938.20	985.10		1029.40		1070.60
Level 3.2	960.40	1008.40		1053.80		1096.00
Level 3.3	982.40	1031.50		1077.90		1121.10
Level 3.4	1004.40	1054.60		1102.10		1146.20
Level 4.1	1121.90	1178.00		1231.00		1280.20
Level 4.2	1207.60	1268.00		1325.00		1378.00
Level 4.3	1293.30	1358.00		1419.40		1476.20
Level 5.1	1121.90	1178.00		1231.00		1280.20
Level 5.2	1195.30	1255.10		1311.50		1364.00
Level 5.3	1293.30	1358.00		1419.40		1476.20
Level 5.4	1391.20	1460.80		1526.50		1587.60
Mother Craft Nurses						
Year 1	504.20	529.40		553.20		575.40
Year 2	513.40	539.10		563.30		585.90
Year 3	526.80	553.10		578.00		601.20
Year 4	540.90	567.90		593.50		617.20
Year 5	554.60	582.30		608.50		632.90

APPENDIX 2 – LIST OF RESPONDENTS

<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 Dunstable 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 Kununoppin and Districts Health Service Leake Street KUNUNOPPIN WA 6489</p> <p>The Board of Management Lake Grace and Districts Health Service PO Box 189 LAKE GRACE WA 6353</p> <p>The Board of Management Laverton and Leonora Health Service PO Box 21 LAVERTON WA 6440</p> <p>Margaret River Health Board Farrelly Street MARGARET RIVER WA 6285</p> <p>The Board of Management Merredin Health Service PO Box 241 MERREDIN WA 6415</p> <p>Metropolitan Health Service Board Ground Floor 1 Havelock Street WEST PERTH WA 6005</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>The Board of Management Murchison Health Service PO Box 82 MEEKATHARRA WA 6642</p> <p>Nannup Health Service Carey Street NANNUP WA 6275</p> <p>Narembeen Health Services Board Ada Street NAREMBEEN WA 6369</p> <p>Narrogin Regional Hospital Board PO Box 336 NARROGIN WA 6312</p> <p>Next Step Specialist Drug and Alcohol Services Board 7 Field Street MOUNT LAWLEY WA 6050</p> <p>The Board of Management Nickol Bay Hospital PO Box 519 KARRATHA WA 6714</p> <p>Northampton/Kalbarri Health Service Board PO Box 400 NORTHAMPTON WA 6535</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>Kondinin District Hospital Board PO Box 2 KONDININ WA 6367</p> <p>Quairading District Hospital Board Harris Street QUAIRADING WA 6383</p> <p>The Board of Management Ravensthorpe Health Service PO Box 53 RAVENSTHORPE WA 6346</p> <p>The Board of Management Roebourne District Hospital PO Box 81 ROEBOURNE WA 6718</p> <p>Southern Cross District Hospital Board Coolgardie Road SOUTHERN CROSS WA 6426</p> <p>Tambellup Nursing Post Board PO Box 123 TAMBELLUP WA 6320</p> <p>The Board of Management Wagin Health Service PO Box 222 WAGIN WA 6315</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</p>
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<p>Yalgoo Nursing Post Board Lot 26 Stanley Street YALGOO WA 6635</p> <p>The Board of Management Yarloop Health Services Barrington – Knight Road YARLOOP WA 6218</p>	<p>Plantagenet District Hospital Board PO Box 21 MOUNT BARKER WA 6324</p>	<p>Honour Avenue WYALKATCHEM WA 6485</p>
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APPENDIX 3 – WA GOVERNMENT HEALTH SERVICES PROPOSAL FOR SALARY PACKAGING

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

APPENDIX 4 – ANF PROPOSAL FOR SALARY PACKAGING

1. Salary Packaging Arrangements

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

1.9 Penalty payments and leave loading payable under this Agreement shall continue to be calculated on the employee's pre-packaged base rate of pay.