

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s. 170LS certification of agreement

Australian Nursing Federation

and

Bunbury Health Service Board of Management
(C No. 61105 of 1999)

**NURSES (BUNBURY HEALTH SERVICE BOARD OF MANAGEMENT)
ENTERPRISE AGREEMENT 1999**

Nurses

Health and welfare industry

COMMISSIONER LAING

PERTH, 6 SEPTEMBER 1999

Certification of Division 3 agreement.

PREAMBLE

This is an application pursuant to s.170LS of the Workplace Relations Act 1996 (the Act) for certification of an agreement known as the Nurses (Bunbury Health Service Board of Management) Enterprise Agreement 1998.

The agreement has been made between the Australian Nursing Federation and the Bunbury Health Service Board of Management.

The application was heard by me in Perth on 2 September 1999. On the basis of the Statutory Declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and the 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 the Australian Nursing Federation and the Bunbury Health Service Board of Management in this matter.

This agreement shall come into force from 2 September 1999 and shall remain in force until 1 May 2001.

BY THE COMMISSION:

COMMISSIONER

Appearances:

C. Gleeson for the Australian Nursing Federation.

J Hayman for the Health Department of Western Australia on behalf of the Bunbury Health Service Board of Management.

Hearing details:

1999.

Perth:

September 2

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CLAUSE 1 - TITLE

This Agreement will be known as the Nurses (Bunbury Health Service Board of Management) Enterprise Agreement 1999

CLAUSE - 2- ARRANGEMENT

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Attachment A BHSB Proposal for Salary Packaging
Attachment B ANF Proposal for Salary Packaging

CLAUSE -3- SCOPE AND PARTIES BOUND

3.1 This Agreement is binding on:

3.1.1 The Australian Nursing Federation (ANF)

3.1.2 ANF officials

3.1.3 ANF members who are employed by the Bunbury Health Service Board of Management whose employment is regulated by the Nurses' (ANF WA Public Sector) Award 1994 and is in accordance with the classifications in Clause 7 Wages.

3.1.4 Employees of the Bunbury Health Service Board of Management employed in the classifications in Clause 7, Wages who are eligible to be members of, but are not members of the Australian Nursing Federation.

3.2 This Agreement does not apply to and is not binding on any members of the ANF or any employees eligible to be members, who are employed as senior nurses at Levels 3,4 and 5 and become party to a state employment agreement pursuant to Part 2A of the Workplace Agreements Act 1993 (WA), provided that at the time of becoming party to such state employment agreement the employees:

3.2.1 genuinely elect that their employment be subject to the state employment agreement rather than to this agreement; and

3.2.2 are informed in writing by their employer or prospective employer that they may freely choose between being covered by this agreement or the state employment agreement, without their employment or prospective employment with that employer being jeopardised.

3.2.3 It is not a requirement that nurses at Levels 3, 4 and 5 enter into a state employment agreement registered by a State industrial authority upon employment, promotion or transfer.

3.2.4 Subparagraphs 3.2 and 3.2.3 of this clause prevail over clause 3.1

CLAUSE 4 - DATE AND TERM

This Agreement shall operate from the date of registration and remain in force until 1 May 2001.

CLAUSE 5 - RELATIONSHIP TO AWARDS

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

5.2 Notwithstanding the provisions of clause 5.1, all current terms and conditions of the Award, excluding:

Clause 10 - Deduction of Union Subscription;
Clause 27 - Right of Entry, Inspection, Notices and Interviews; and
Clause 28 - Introduction of Change,

shall apply in total until 1 May 2001.

CLAUSE 6 - PURPOSE OF THE AGREEMENT

6.1 To provide wage increases and other benefits contained in this Agreement in return for a commitment to continuous improvement in productivity and the application of best practice.

6.1.1 The parties agree to the following commitments designed to improve efficiency, effectiveness, productivity, patient care and flexibility:

6.1.1(a) support file move to increased post acute or 'hospital in the home' programs.

6.1.1 (b) a team based approach to accredited standards of care.

6.1.1 (c) the development and maintenance of service driven roster patterns.

6.1.1 (d) maximising the quality and quantity of patient care and throughput within the provided resources.

6.1.1 (e) improved training and skills development.

6.1.1 (f) cooperation in the implementation of change.

6.1.1 (g) cooperation in the implementation of increased day surgery, day of surgery/procedure admission and discharge planning commencing before or on admission

6.1.1 (h) support implementation of computerised systems for administrative functions and clinical care.

6.1.1 (i) to maximise efficient use of human resources.

6.1.1(j) support initiatives aimed at the attraction and retention of a skilled workforce.

6.1.1 (k) support the implementation of best practice in all work activities.

CLAUSE -7- WAGES

7.1 The rates of pay for the period of this Agreement shall be in accordance with the following:

7.1.1 Column A - A 4.5% wage increase (absorbing the 3% paid administratively on 4 May 1998) payable from 1 January 1998 and payable on registration of the Agreement.

7.1.2 Column B - A 3% wage increase payable from 1 July 1999.

7.1.3 Column C - A 3% wage increase payable from 1 July 2000.

7.1.4 Level 1 Nurses

	A	B	C
1	\$ 589.20	\$ 606.90	\$ 625.10
2	\$ 616.30	\$ 634.80	\$ 653.80
3	\$ 643.60	\$ 662.90	\$ 682.80
4	\$ 670.80	\$ 690.90	\$ 711.60
5	\$ 698.00	\$ 718.90	\$ 740.50
6	\$ 725.10	\$ 746.90	\$ 769.30
7	\$ 752.30	\$ 774.90	\$ 798.10

7.1.5 Level 2 Nurses

	A	B	C
1	\$ 779.50	\$ 802.90	\$ 827.00
2	\$ 797.60	\$ 821.50	\$ 846.10
3	\$ 815.70	\$ 840.20	\$ 865.40
4	\$ 833.80	\$ 858.80	\$ 884.60

7.1.6 Level 3 Nurses

	A	B	C
1	\$ 884.40	\$ 910.90	\$ 938.20
2	\$ 905.20	\$ 932.40	\$ 960.40
3	\$ 926.00	\$ 953.80	\$ 982.40
4	\$ 946.70	\$ 975.10	\$ 1,004.40

7.1.7 Level 4 Nurses

	A	B	C
1	\$ 1,057.50	\$ 1,089.20	\$ 1,121.90
2	\$ 1,138.30	\$ 1,172.40	\$ 1,207.60
3	\$ 1,219.00	\$ 1,255.60	\$ 1,293.30

7.1.8 Level 5 - Nurses

	A	B	C
1	\$ 1,057.50	\$ 1,089.20	\$ 1,121.90
2	\$ 1,126.70	\$ 1,160.50	\$ 1,195.30
3	\$ 1,219.00	\$ 1,255.60	\$ 1,293.30
4	\$ 1,311.40	\$ 1,350.70	\$ 1,391.20

7.1.9 Mothercraft Nurses

1 st Year	475.20	489.50	504.20
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2 nd Year	483.90	498.40	513.40
3 rd Year	496.60	511.50	526.80
4 th Year	509.80	525.10	540.90
5 th Year	522.70	538.40	554.60

7.2 INCREMENTAL PROGRESSION

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-8 - HOURS OF WORK

8.1 Changes to roster arrangements will be determined at the workplace level in accordance with Clause 23, Workplace Reform, of this Agreement unless otherwise provided in this clause.

8.2 Employees employed as part timers under Clause 17.4 of this Agreement will, from 1 December 1998 or four weeks after the date of certification of this Agreement, whichever is the later, not accrue days off.

8.2.1 The current ratio of part-time to full-time staff will not be altered as a direct consequence of the implementation of this Agreement.

8.2.2 At the commencement of this Agreement, the employer shall provide to the union information as to the numbers of full-time and part-time employees at each Hospital and other workplace. This information shall be further provided 3 months after the Agreement is certified.

8.2.3 The employer will consult with each nurse who is affected by the implementation of clause 8.2.

8.2.4 The nurse shall have the opportunity to present any concerns which arise and to discuss with the employer those concerns with representation by the ANF where requested by the employee.

8.2.5 The employer shall use its best endeavours to meet the concerns of the nurse.

8.2.6 Where a reduction of actual hours becomes necessary, every effort is to be made to have such reductions reflected in a block of hours where requested rather than a reduction in shift lengths.

8.2.7 The affected nurse shall be informed in writing of the changes four weeks prior to the changes coming into effect.

8.2.8 In the event that no agreement is reached the matter shall be dealt with in accordance with clause 20.1.5 provided that no other provision under clause 20 shall apply to the provisions of clause 8.2.

8.3 Employees in their graduate year or graduate program will not accrue days off.

8.4 Employees who are not entitled to ADO's prior to the commencement of this Agreement will not accrue ADO's under this Agreement.

8.5 Level 3 nurses (non shift workers) will be employed on the no fixed hours arrangement specified in subclause 8.6.

8.6 No fixed hours agreement:

8.6.1 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.

8.6.2 The mechanism for recording and managing the no fixed hours provision will be developed by the Health Service in conjunction with each employee.

8.7 Level 1 and Level 2 Nurses employed in clinics and departments or where the service needs require them to function between 8 am to 6 pm Monday to Friday inclusive and Saturday between 8 am and 12 noon will be employed on the basis of an average of 38 hours per week. There will be no accrual of days off.

8.8 Notwithstanding the provisions of Clause 37 (b) of the Nurses' (ANF WA Public Sector) Award, 1994 where there is agreement between the employer and employee eight hours off duty is only required before recommencing work or payment at double rates.

CLAUSE -9 - ANNUAL LEAVE

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

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

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.7.1 If these requirements are not being met due to the employees personal requirements, then the employees 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 employees status of continuous shift worker will remain.

9.7.2 An employee will be considered to have met the definition in clause 9.7 if the employee is rostered to work permanent night shifts over 7 days of the week and rotates onto day shift for at least one fortnightly roster period per year.

9.8 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.

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

9.8 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

CLAUSE - 10 - PUBLIC HOLIDAYS

10.1 Public Holiday accrual will be recorded in hours and may be taken in periods of not less than one hour where mutually agreed.

10.2 Provided that where an employee has accrued hours in excess of 76 the employer can direct those hours in excess of 76 be taken as leave as single days or multiples thereof, where the employee is provided with 14 days notice (or a lesser period where agreement is reached) to take the leave.

10.3 A part-time employee shall be paid for the hours actually worked on a public holiday in accordance with Clause 38(r) of the award.

10.4 A part-time shift worker is entitled to the ten (10) public holidays per annum.

10.5 When a public holidays falls on a day on which the part-time shift worker is rostered off duty, they shall be entitled to an additional days pay. Payment for these days (if not worked) will be based on the proportion that the employee's contracted hours bear to full time.

CLAUSE -11-CONTRACT OF SERVICE

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

CLAUSE -12 - ON CALL

12.1 An employee rostered to be on call:

12.1.1 on any day Monday to Thursday will receive an allowance of \$15.00 per day;

12.1.2 on a Friday will receive an allowance of \$20.00 per day.

12.1.3 on a Saturday will receive an allowance of \$23.00 per day;

12.1.4 on a Sunday, public holiday or any other day the employee is not rostered on duty will receive an allowance of \$23.00 per day.

12.2 An employee rostered to be on-call spanning two days or part thereof over which two different on-call allowances apply, will receive a payment attracting the higher rate.

12.3 An employee who is regularly placed on call will receive an extra five days leave per anniversary year, provided that:

12.3.1 they are rostered on call:

12.3.1(a) during weekend days or public holidays; or 12.3.1(b) on days that they are not rostered for duty; and

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

12.3.2(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

12.4 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 fall days additional leave. Employees who do not meet this criteria will have their entitlements calculated in accordance with 12.3.

12.5 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.

12.6 The loading prescribed in Clause 9.6 does not apply to leave provided in this clause.

CLAUSE -13- WITNESS

13.1 An employee subpoenaed or called as a witness to give evidence in any proceeding shall as soon as practicable notify the employer.

13.2 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.

13.3 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.

13.4 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.

13.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in subclauses 13.2 and 13.4 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 -14- JURY

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

14.2 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.

14.3 An employee granted leave of absence on full pay as prescribed in subclause 14.2 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 -15 - STUDY LEAVE

15.1 Conditions for Granting Time Off

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

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

15.1.3 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.

15.1.4 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 Western area.

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

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

15.1.6 (a) convenience of the Health Service;

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

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

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

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

15.1.7 A service agreement or bond will not be required.

15.2 Approved Courses.

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

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

15.2.3 Diploma courses at Technical and Further Education (TAFE)

15.2.4 Two year full time Certificate courses at (TAFE).

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

15.3 Except as outlined in paragraph 15.5 of this clause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause 15.2.1 and 15.2.2.

15.4 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 15.2. 1. and 15.2.2. 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 or 15.2.3 or a degree or Associate Diploma course specified in subclause 15.2.2 or 15.2.3.

15.5 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.

15.6 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.

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

15.8 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.

15.9 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.

15.10 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.

15.11 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.

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

15.13 Subject to the provisions of subclause 15.14 of this clause, the employer may grant an employee full time study leave with pay to undertake.

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

15.13.2 Study tours involving observations and/or investigations; or

15.13.3 A combination of post graduate studies and study tour.

15.14 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:

15.14.1 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 15.1 to 15.13 of this Clause and the employers Leave Without Pay Policy.

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

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

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

15.14.5 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.

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

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

15.16 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.

15.17 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.

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

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

15.17.3 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:

15.17.3. (a) Interstate - Ministerial approval

15.17.3 (b) Overseas - Premier's approval

15.18 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 15.14 of this clause. Each case is to be considered on its merits.

15.19 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- 16- HIGHER DUTIES

16.1 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.

16.2 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 - 17 -DEFINITIONS

17.1 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 clause 11 of this Agreement.

17.2 A Fixed Term Employee is an employee contracted on a full time or part time basis for a specified period.

17.3 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.

17.4 A Part Time Employee is an employee contracted for an average of less than 38 hours per week.

CLAUSE -18 -NIGHT SHIFT ARRANGEMENTS

18.1 The parties agree where possible to employ permanent night duty staff to fill night duty shifts.

18.2 Other nurses will be rotated onto night duty where there are insufficient permanent night duty staff or when required to fulfil service or training needs.

18.3 An employee considered to require experience as part of their ongoing development that is not normally available during night shift can be rotated on to day shift for this purpose.

CLAUSE -19 - REMOVAL OF LEVEL I INCREMENT 1

19.1 The provision under the Award of Registered Nurse Level 1, Increment 1 shall cease immediately.

19.2 Level 1 Increment 2 to 8 of the Award will be renamed Level I Increments I to 7 as under subclause 7.1.4 of this Agreement.

CLAUSE -20- DISPUTE SETTLEMENT PROCEDURE

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

20.1.1 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 48 hours, refer the matter in writing to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly in writing.

20.1.2 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.

20.1.3 If the matter has been referred in accordance with paragraph 20.1.2 above the employee(s) or the shop steward shall notify the union secretary or nominee, to enable the opportunity of discussing the matter with the employer.

20.1.4 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 21 days of the matter being referred to the employer.

20.1.5 Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Australian Industrial Relations Commission.

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

20.1.7 Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in paragraph 20.1.1, 20.1.2, or subparagraph 20.1.4.

20.2 This clause replaces clause 30 (a) and 30 (b) in the Nurses' (ANF WA Public Sector Award) 1994.

CLAUSE -21- NO FURTHER CLAIMS

21.1 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 -22- NOT TO BE USED AS A PRECEDENT

22.1 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 party to this Agreement.

CLAUSE - 23 - WORKPLACE REFORM

23.1 Employers and employees covered by this Agreement may reach agreement to introduce workplace reform to meet the requirements of the health service and the aspirations of the employees concerned.

23.2 An agreement referred to in 23.1 above shall be subject to the procedures contained in subclause 23.3 to 23.9 inclusive.

23.3 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. A copy is to be forwarded to the On Site Consultative Committee.

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

23.5 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.

23.6 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.

23.7 A lead time of a minimum of four weeks shall be provided for the implementation of the proposed workplace reform.

23.8 Nothing shall prevent the employees seeking advice from or representation by the ANF at any stage in the above process.

23.9 Where the agreement represents the consent of the employer and the majority of the employees concerned, the ANF shall not unreasonably oppose the terms of that agreement.

23.10 This clause replaces the following:

23.10.1 Clause 28 - Introduction of Change

23.10.2 Clause 44 - Enterprise Flexibility Provision

23.10.3 Appendix 1 - Flexibility in Rostering of the Nurses (ANF WA Public Sector) Award 1994 and

23.10.4 Guidelines for Consultation, Implementation and Evaluation of Alternative Rosters.

CLAUSE - 24 - SALARY PACKAGING

Salary packaging shall be available to all employees upon the terms and conditions set out in either Attachment A or Attachment B to this Agreement provided that an employee may not elect to take advantage of either arrangement unless that arrangement has first been the subject of written confirmation by the Deputy Commissioner of Taxation of the propriety of that arrangement.

CLAUSE 25 - 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 26 - PROFESSIONAL DEVELOPMENT FOR GRADUATE NURSES

Support will be given to graduate nurses in their graduate year or graduate program of 38 hours of training and development. This training and development shall be in addition to that which is provided to all other nursing employees on induction and as part of a mandatory skills update program.

CLAUSE 27 - LEAVE RESERVED FOR SENIOR NURSES

27.1 It is agreed that classification matters associated with Level 4 and 5 nurses be a reserved matter.

CLAUSE 28 - SIGNATORIES TO THE AGREEMENT

Doreen Harper
BOARD CHAIRMAN
Bunbury Health Service Board of Management

Mark Olsen

SECRETARY
AUSTRALIAN NURSING FEDERATION

ATTACHMENT A

BUNBURY HEALTH SERVICE BOARD OF MANAGEMENT
PROPOSAL FOR SALARY PACKAGING

24.1 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.

24.2 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.

24.3 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.

24.4 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.

24.5 The cancellation of Remuneration Packaging will not cancel or otherwise affect the operation of this Agreement.

ATTACHMENT B

ANF PROPOSAL FOR SALARY PACKAGING

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.

2. Variable Allowances and Salary Packaging

2.1 For an employee who has entered into a salary packaging arrangement, the following provisions shall apply in relation to the variable allowances referred to in this clause. These provisions shall prevail over the relevant provision in the award during the period of the salary packaging arrangement.

2.2 Shift Work

2.2.1(a) All ordinary hours worked by an employee (other than a registered nurse at levels 4 and 5) on a rostered afternoon shift commencing not earlier than 12 noon and finishing after 6.00 p.m. on week days shall be paid a loading in accordance with Table A for each hour, or part thereof, worked.

2.2.1 (b) The provisions of paragraph (i) of this subclause do not apply to an employee who on any weekday commences his/her ordinary hours of work after 12 noon and completes those hours at or before 6.00 p.m. on that day.

2.2. 1. (c) All ordinary hours worked by an employee (other than a registered nurse at levels 4 and 5) on a rostered night shift between the hours of 6.00 p.m. and 7.30 a.m. on a week day shall be paid a loading in accordance with Table B for each hour, or part thereof, worked.

2.2.2 (a) An employee (other than a registered nurse at levels 4 and 5) rostered to work ordinary hours between midnight Friday and midnight on the following Saturday shall be paid a loading in accordance with Table C for all actual hours, or part thereof, worked during this period.

2.2.2 (b) An employee (other than a registered nurse at levels 4 and 5) rostered to work ordinary hours between midnight Saturday and midnight on the following Sunday shall be paid a loading in accordance with Table D for all actual hours, or part thereof, worked during this period.

The rates prescribed in this subclause shall be in substitution for and not cumulative on the rates prescribed in subclause (a) of this clause.

2.3 Overtime and Recall Payment

2.3.1 Except as hereinafter provided all time worked in excess of the ordinary working hours prescribed in clause 17 of this Agreement or clause 35 - Hours and Rostering of the Award, shall be paid for in the following manner:

2.3.1.(a) For all authorised overtime worked by a full-time registered nurse other than registered nurse level 4 and 5 in excess of their rostered ordinary hours of work outside the ordinary hours of her/his shift Monday to Saturday inclusive, payment shall be made at the rate in accordance with Table E for the first three hours and thereafter in accordance with Table F.

2.3.1. (b) For all authorised overtime worked on a Sunday by a full-time registered nurse other than registered nurse level 4 and 5 payment shall be made at the rate in accordance with Table F.

2.3.1 (c) For all authorised overtime worked on a public holiday by a full-time registered nurse other than registered nurse level 4 and 5 payment shall be made in accordance with Table G.

2.3.1. (d) For all authorised overtime worked by a part-time nurse in excess of 38 hours per week, the provision of 2.3. 1 (a), 2.3. 1 (b) and 2.3. 1 (c) of this clause shall apply.

2.4 Public Holiday Payment

2.4.1 In respect of a public holiday as prescribed in subclause (q) of clause 38 of the Award on which an employee other than a registered nurse level 4 or 5 is rostered for duty which is not in excess of the prescribed ordinary hours of duty, an employee shall, by agreement between employer and employee be entitled to one of the following:

2.4.1 (a) ordinary rates of pay and a loading in accordance with Table E for the actual hours or part thereof worked on the holiday or

2.4.1 (b) ordinary rates of pay and a loading in accordance with Table C for actual hours or part thereof worked and in addition to observe a day nominated

by the employee [as a single day or multiples thereof or as a day(s) added to annual leave] within the operational needs of the Health Care Site.

2.5 Annual Leave Loading/Make-up Pay. When annual leave is taken, it will be paid at the ordinary base wage plus a loading on ordinary rate of pay in accordance with Table H or the equivalent of the average of the shift and week-end penalties the employee received in the six completed pay periods prior to the pay period during which the employee commences annual leave, whichever is the higher. These payments shall be calculated in accordance with Tables A, B, C and E.

TABLE A
HOURLY RATES FOR AFTERNOON SHIFT ALLOWANCE (12½%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	1.94	2.00	2.06
Level 1:2	2.03	2.09	2.15
Level 1:3	2.12	2.18	2.25
Level 1:4	2.21	2.27	2.34
Level 1:5	2.30	2.36	2.44
Level 1:6	2.39	2.46	2.53
Level 1:7	2.47	2.55	2.63
Level 2:1	2.56	2.64	2.72
Level 2:2	2.62	2.70	2.78
Level 2:3	2.68	2.76	2.85
Level 2:4	2.74	2.83	2.91
Level 3:1	2.91	3.00	3.09
Level 3:2	2.98	3.07	3.16
Level 3:3	3.05	3.14	3.23
Level 3:4	3.11	3.21	3.30
Mothercraft Nurse			
1 st Year	1.56	1.61	1.66
2 nd Year	1.59	1.64	1.69
3 rd Year	1.63	1.68	1.73
4 th Year	1.68	1.73	1.78
5 th Year	1.72	1.77	1.82

TABLE B
HOURLY RATES OF PAY FOR NIGHT SHIFT ALLOWANCE (15%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	2.33	2.40	2.47
Level 1:2	2.43	2.51	2.58
Level 1:3	2.54	2.62	2.70
Level 1:4	2.65	2.73	2.81
Level 1:5	2.76	2.84	2.92
Level 1:6	2.86	2.95	3.04
Level 1:7	2.97	3.06	3.15

Level 2:1	3.08	3.17	3.26
Level 2:2	3.15	3.24	3.34
Level 2:3	3.22	3.32	3.42
Level 2:4	3.29	3.39	3.49
Level 3:1	3.49	3.60	3.70
Level 3:2	3.57	3.68	3.79
Level 3:3	3.66	3.77	3.88
Level 3:4	3.74	3.85	3.96
Mothercraft Nurse			
1 st Year	1.88	1.93	1.99
2 nd Year	1.91	1.97	2.03
3 rd Year	1.96	2.02	2.08
4 th Year	2.01	2.07	2.14
5 th Year	2.06	2.13	2.19

TABLE C
HOURLY RATES FOR OVERTIME SATURDAY AND PUBLIC HOLIDAY ALLOWANCE
(50%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	7.75	7.99	8.23
Level 1:2	8.11	8.35	8.60
Level 1:3	8.47	8.72	8.98
Level 1:4	8.83	9.09	9.36
Level 1:5	9.18	9.46	9.74
Level 1:6	9.54	9.83	10.12
Level 1:7	9.90	10.20	10.50
Level 2:1	10.26	10.56	10.88
Level 2:2	10.49	10.81	11.13
Level 2:3	10.73	11.06	11.39
Level 2:4	10.97	11.30	11.64
Level 3:1	11.64	11.99	12.34
Level 3:2	11.91	12.27	12.64
Level 3:3	12.18	12.55	12.93
Level 3:4	12.46	12.83	13.22
Mothercraft Nurses			
1 st Year	6.25	6.44	6.63
2 nd Year	6.37	6.56	6.76
3 rd Year	6.53	6.73	6.93
4 th Year	6.71	6.91	7.12
5 th Year	6.88	7.08	7.30

TABLE D
HOURLY RATES FOR SUNDAY WORK ALLOWANCE (75%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	11.63	11.98	12.34
Level 1:2	12.16	12.53	12.90

Level 1:3	12.70	13.08	13.48
Level 1:4	13.24	13.64	14.04
Level 1:5	13.78	14.19	14.62
Level 1:6	14.31	14.74	15.18
Level 1:7	14.85	15.29	15.75
Level 2:1	15.38	15.85	16.32
Level 2:2	15.74	16.21	16.70
Level 2:3	16.10	16.58	17.08
Level 2:4	16.46	16.95	17.46
Level 3:1	17.46	17.98	18.52
Level 3:2	17.87	18.40	18.96
Level 3:3	18.28	18.83	19.39
Level 3:4	18.68	19.25	19.82
Mothercraft Nurses			
1 st Year	9.38	9.66	9.95
2 nd Year	9.55	9.84	10.13
3 rd Year	9.80	10.10	13.40
4 th Year	10.06	10.36	10.68
5 th Year	10.32	10.63	10.95

TABLE E

HOURLY RATES FOR PUBLIC HOLIDAY ALLOWANCE - NO DAY OFF IN LIEU (150%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	23.26	23.96	24.68
Level 1:2	24.33	25.06	25.81
Level 1:3	25.41	26.17	26.95
Level 1:4	26.48	27.27	28.09
Level 1:5	27.55	28.38	29.23
Level 1:6	28.62	29.48	30.37
Level 1:7	29.70	30.59	31.50
Level 2:1	30.77	31.69	32.64
Level 2:2	31.48	32.43	33.40
Level 2:3	32.20	33.17	34.16
Level 2:4	32.91	33.90	34.92
Level 3:1	34.91	35.96	37.03
Level 3:2	35.73	36.81	37.91
Level 3:3	36.55	37.65	38.78
Level 3:4	37.37	38.49	39.65
Mothercraft Nurses			
1 st Year	18.76	19.32	19.90
2 nd Year	19.10	19.67	20.27
3 rd Year	19.60	20.19	20.79
4 th Year	20.12	20.73	21.35
5 th Year	20.63	21.25	21.89

TABLE F

**HOURLY RATES FOR OVERTIME ALLOWANCE AFTER THE FIRST THREE HOURS ON
SUNDAY (200%)**

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00 -
Level 1:1	31.01	31.94	32.90
Level 1:2	32.44	33.41	34.41
Level 1:3	33.87	34.89	35.94
Level 1:4	35.31	36.36	37.45
Level 1:5	36.74	37.84	38.97
Level 1:6	38.16	39.31	40.49
Level 1:7	39.59	40.78	42.01
Level 2:1	41.03	42.26	43.53
Level 2:2	41.98	43.24	44.53
Level 2:3	42.93	44.22	45.55
Level 2:4	43.88	45.20	46.56
Level 3:1	46.55	47.94	49.38
Level 3:2	47.64	49.07	50.55
Level 3:3	48.74	50.20	51.71
Level 3:4	49.83	51.32	52.86
Mothercraft Nurses			
1 st Year	25.01	25.76	26.54
2 nd Year	25.47	26.23	27.02
3 rd Year	26.14	26.92	27.73
4 th Year	26.83	27.64	28.47
5 th Year	27.51	28.34	29.19

**TABLE G
HOURLY RATES FOR OVERTIME ALLOWANCE ON PUBLIC HOLIDAYS (250%)**

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	38.76	39.93	41.13
Level 1:2	40.55	41.76	43.01
Level 1:3	42.34	43.61	44.92
Level 1:4	44.13	45.45	46.82
Level 1:5	45.92	47.30	48.72
Level 1:6	47.70	49.14	50.61
Level 1:7	49.49	50.98	52.51
Level 2:1	51.28	52.82	54.41
Level 2:2	52.47	54.05	55.66
Level 2:3	53.66	55.28	56.93
Level 2:4	54.86	56.50	58.20
Level 3:1	58.18	59.93	61.72
Level 3:2	59.55	61.34	63.18
Level 3:3	60.92	62.75	64.63
Level 3:4	62.28	64.15	66.08
Mothercraft Nurses			
1 st Year	31.26	32.20	33.17

2 nd Year	31.84	32.79	33.78
3 rd Year	32.67	33.65	34.66
4 th Year	33.54	34.55	35.59
5 th Year	34.39	35.42	36.49

TABLE H
HOURLY RATES OF PAY FOR ANNUAL LEAVE LOADING (17½%)

	01/01/98-30/06/99	01/07/99-30/06/00	From 01/07/00
Level 1:1	2.71	2.79	2.88
Level 1:2	2.84	2.92	3.01
Level 1:3	2.96	3.05	3.14
Level 1:4	3.09	3.18	3.28
Level 1:5	3.21	3.31	3.41
Level 1:6	3.34	3.44	3.54
Level 1:7	3.46	3.57	3.68
Level 2:1	3.59	3.70	3.81
Level 2:2	3.67	3.78	3.90
Level 2:3	3.76	3.87	3.99
Level 2:4	3.84	3.96	4.07
Level 3:1	4.07	4.19	4.32
Level 3:2	4.17	4.29	4.42
Level 3:3	4.26	4.39	4.52
Level 3:4	4.36	4.49	4.63
Mothercraft Nurses			
1 st Year	2.19	2.25	2.32
2 nd Year	2.23	2.30	2.36
3 rd Year	2.29	2.36	2.43
4 th Year	2.35	2.42	2.49
5 th Year	2.41	2.48	2.55