

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

*This summary has been prepared, by the Department of Health and the Australian Nursing Federation (WA Branch), to provide a brief explanation of the major changes to conditions of employment provided in the proposed Agreement.*

*Employees should refer to the proposed certified Agreement for full details of the changes. A complete copy of the Agreement is available in hard copy from your local Human Resource Services or on-line at [www.health.wa.gov.au/awardsandagreements](http://www.health.wa.gov.au/awardsandagreements)*

**DATE AND PERIOD OF OPERATION**

The proposed Agreement will take effect from the date of certification and remain in force until 30 April 2007.

**RELATIONSHIP TO AWARDS AND AGREEMENTS**

The proposed Agreement is to be read in conjunction with the Nurses' (ANF – WA Public Sector) Award 2002 and the Nurses (WA Mental Health Services) Award 2003, except where an inconsistency exists between the proposed Agreement and the relevant Award, the proposed Agreement prevails to the extent of any inconsistency.

**WORKLOAD MANAGEMENT (NURSING HOURS PER PATIENT DAY)**

The Employer will continue to manage nursing workloads and consult with nurses about workload matters in accordance with the principles established in the Nurses (WA Government Health Services) Exceptional Matters Order 2001 (the EMO). The EMO is the same industrial instrument, which has regulated workload matters in the past. The proposed Agreement also establishes a simplified procedure for dealing with workload grievances under which the Australian Industrial Commission can ultimately resolve grievances.

**SALARIES**

Salary increases during the life of the proposed Agreement will be paid in the following instalments:

3.4% per week from 1 May 2004 (already paid administratively)

1.8% per week backdated to 1 July 2004

4.3% per week from 1 July 2005

4.5% per week from 1 July 2006

**Nurse Practitioners**

The proposed Agreement provides that Nurse Practitioners shall have a minimum classification of SRN Level 3. The appropriate classification level will be determined following an assessment of work value associated with the scope of practice of the position. Where a dispute arises about whether an assessment of work value associated with the scope of practice of a particular Nurse Practitioner, the Dispute Settlement Procedure may be invoked.

## **HIGHER DUTIES ALLOWANCE**

A Registered Nurse classified at Level 1 who is directed to act as Shift Coordinator for the whole of a shift shall be paid HDA to the rate prescribed for Level 2 increment 1.

## **POSTGRADUATE STUDENTS**

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

## **SHIFT WORK ALLOWANCES**

A nurse who commences work prior to 2400 on a Sunday and continues to work after 2400 shall continue to receive the 75% loading on ordinary hours worked up to 0730 on the following Monday. The penalty loading for this period increases from 20% to 75%.

Senior Registered Nurses will receive shift penalties when rostered to work shifts attracting penalties under the proposed Agreement.

## **PERMANENCY OF EMPLOYMENT AND RELIEF COVER**

The employer commits that all leave will ordinarily be covered, provided that nothing in the proposed Agreement requires the Employer to provide leave cover where it can be demonstrated that such cover is not operationally necessary in a particular case.

Each hospital will employ permanent relief staff or ensure sufficient FTE are utilised for planned annual leave and planned ADO and will maintain a pool of casuals to be utilised for short term work requirements.

## **HOURS OF WORK**

Senior Registered Nurses working under “no fixed hours” arrangements will now be entitled to accrue time off in lieu at the same “overtime” rates as all other nurses.

Subject to operational convenience, nurses may be employed under such “job sharing” arrangements as are from time to time agreed between the parties.

## **OVERTIME**

The proposed Agreement allows for Overtime to be commuted to an annual amount, paid fortnightly, by agreement between the Employer and Employee.

## **MEAL AND REFRESHMENT BREAKS**

The proposed Agreement introduces a new on-call during meal breaks allowance. If a Senior Registered Nurse is required to carry a pager during a meal break; remain on site during a meal break; and their meal breaks are regularly interrupted by calls to return to the ward to perform clinical duties the SRN may be entitled to a commuted meal break allowance. The allowance effectively provides for 30 minutes of the meal break to be paid time.

## **ANNUAL LEAVE TRAVEL CONCESSIONS**

The proposed Agreement simplifies the application of annual leave travel concessions.

## **LONG SERVICE LEAVE**

In addition to the existing flexibility for taking LSL (ie double the leave on half pay and half the leave on double pay), the proposed Agreement enables a full time employee who has worked continuously on a full and part time basis to elect to take a lesser period of leave by converting part time service to the equivalent full time service.

The proposed Agreement also allows for the taking of LSL in weekly multiples by agreement between the Employer and the Employee.

## **SICK LEAVE**

The proposed Agreement provides for “substituted sick leave” whereby a nurse who has exhausted all of their sick leave entitlements may apply to substitute accrued annual leave or accrued long service leave entitlements for sick leave.

## **CASHING OUT LEAVE ENTITLEMENTS**

The proposed Agreement allows a nurse, with the agreement of the Employer, to forgo part of their entitlement to accrued annual leave, accrued long service leave, or ADOs in exchange for payment. There shall be no limit on the amount of accrued leave that may be paid out, provided that the balance of leave entitlements shall allow for a minimum of 4 weeks leave to be taken in the calendar year in which the payment in lieu of leave is made.

## **PARENTAL LEAVE**

Paid parental leave entitlements increase from 6 to 7 weeks from 1 January 2005, and then from 7 to 8 weeks from 1 January 2006.

The proposed agreement extends the current entitlement to work part-time (subject to conditions) in one or more periods from any time up to the child's second birthday to any time up to the child's third birthday

## **BEREAVEMENT LEAVE**

Standard bereavement leave provisions (including entitlement for casual employees) are included in the proposed Agreement.

## **PURCHASED LEAVE – 48/52 SALARY ARRANGEMENT**

The proposed Agreement allows nurses to “purchase” additional leave whereby the employee elects to forgo salary for 1 to 4 weeks in return for leave, with the forfeited salary spread out over the whole year.

## **ADDITIONAL LEAVE ENTITLEMENTS**

The proposed Agreement contains WA Government standard provisions relating to BLOOD/PLASMA DONORS LEAVE; EMERGENCY SERVICES LEAVE; LEAVE FOR TRAINING WITH DEFENCE FORCE RESERVES; CULTURAL/ CEREMONIAL LEAVE and INTERNATIONAL SPORTING EVENTS LEAVE. The full provisions of these clauses are detailed in Part 6 – Leave of the proposed Agreement.

## **UNDERPAYMENTS and OVERPAYMENTS**

An agreed process for dealing with instances of underpayments and overpayments are included in the proposed Agreement.

## **DISPUTE SETTLEMENT PROCEDURE**

The Dispute Settlement Procedure has been simplified and streamlined in the Agreement.

## **THE FOLLOWING CLAUSES REMAIN FROM THE EXISTING AGREEMENT WITHOUT MATERIAL CHANGES:**

- Relationship to Awards and Agreements
- Qualification Allowance
- Salary Packaging
- Enrolled Nurses Converting to Employment as Registered Nurses (by Operational Circular)
- Employment Categories
- Community Nurses
- Flexibility in Hours and Rostering
- Annual Leave
- Purchased Leave – Deferred Wages Arrangement
- Study Leave
- Professional Development Leave
- Witness and Jury Service
- Remote Area Employees
- Rural Gratuities (except that the Employer and Employee may mutually agree to alternative arrangements)

## **AGREEMENT TYPE**

It will be a single Agreement for all employees employed by The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927. The parties to the agreement are:

- (a) The Australian Nursing Federation (WA Branch)
- (b) The Minister for Health in his incorporated capacity under s.7 of the Hospitals and Health Services Act 1927 (WA) as:
  - (i) the Hospitals formerly comprised in the Metropolitan Health Service Board,
  - (ii) the Peel Health Services Board,
  - (iii) the South West Health Board,
  - (iv) the WA Country Health Service.
- (c) The Western Australian Alcohol and Drug Authority.