



Western Australian Industrial Gazette

PUBLISHED BY AUTHORITY

Sub-Part 4

THURSDAY, 27 APRIL, 2000

Vol. 80—Part 1

THE mode of citation of this volume of the *Western Australian Industrial Gazette* will be as follows:— 80 W.A.I.G.

THIS EXTRA SUB-PART IS ISSUED DUE TO THE VOLUME OF MATERIAL TO BE PUBLISHED. CONTENTS APPEAR AT THE END OF THIS PUBLICATION. THE CUMULATIVE CONTENTS AND DIGEST WILL BE PUBLISHED IN THE THIRD SUB-PART FOR THIS MONTH.

AWARDS/AGREEMENTS— Application for—

ENROLLED NURSES AND NURSING ASSISTANTS (ASHBURTON HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 31 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Ashburton Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 31 of 2000.

Enrolled Nurses and Nursing Assistants (Ashburton Health
Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Ashburton Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Ashburton Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement

3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
SCHEDULE B Sick Leave Management Policy
SCHEDULE C Principles of Rostering
SCHEDULE D Minimum Rates Adjustment
SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Ashburton Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 13 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry (“GHI”) and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4. It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5. Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by

calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

14.1 By mutual agreement between the employer and employee annual leave may be taken in multiple portions. This

may include up to 5 single days. However at least one portion taken shall be not less than two consecutive weeks.

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

- (a) In the event that an employee commits a misdemeanour, the employee’s immediate supervisory or any other officer so authorised, may exercise the employer’s right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (b) The first two reprimands shall take the form of warnings, and if given verbally, shall be confirmed as soon as practicable after the giving of the reprimand.

- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
MEMBER OF THE BOARD/OR CHAIRPERSON
Date 2/3/00

L. Spice (signed)
MEMBER OF THE BOARD
Date 2/3/00

S. M. JACKSON (signed) (Common Seal)
Secretary
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION
Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.

- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task

or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (AVON HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 32 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Avon Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 32 of 2000.

Enrolled Nurses and Nursing Assistants (Avon Health
Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Avon Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Avon Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Ashburton Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to

employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 26 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement

- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.
- 9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

- 9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.
- 9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.
- 9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.
 - (a) The *exception is* for any new employee or any employee who was employed prior to the 6

December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish

skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and

- (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.

- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c) (i) If the matter has been referred in accordance with subparagraph (b) 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;

- (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 GENERAL MANAGER OF AVON
 HEALTH SERVICE
 EMPLOYER
 Date 10/3/00

S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION
 Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far

as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.

4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT
 The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48%
				(Base Wage)		(Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
 ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (BEVERLEY HEALTH SERVICES) ENTERPRISE AGREEMENT 1999.

No. AG 33 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Beverley Health Services

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 33 of 2000.

Enrolled Nurses and Nursing Assistants (Beverley Health Services) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Beverley Health Services) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Beverley Health Services) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
 SCHEDULE B Sick Leave Management Policy
 SCHEDULE C Principles of Rostering
 SCHEDULE D Minimum Rates Adjustment
 SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
 SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Beverley Health Services and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 8 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70 572.40 597.30 615.20

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 BOARD CHAIRMAN OF BEVERLEY
 HEALTH SERVICES
 EMPLOYER

Date 13/3/00

S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.

- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (BODDINGTON DISTRICT HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 34 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Boddington District Hospital Board

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 34 of 2000.

Enrolled Nurses and Nursing Assistants (Boddington District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Boddington District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,

Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Boddington District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
 SCHEDULE B Sick Leave Management Policy
 SCHEDULE C Principles of Rostering
 SCHEDULE D Minimum Rates Adjustment
 SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
 SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Boddington District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 7 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

- 9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.
- 9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.
- 9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.
 - (a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.
- 9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
(b) Advanced Skills Enrolled Nurses	555.70	572.40	597.30	615.20
(c) Nursing Assistants				
Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written

agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

- (a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be

settled in accordance with the procedures set out herein.

- (b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c) (i) If the matter has been referred in accordance with subparagraph (b) 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;
- (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

J.L. Gibbs (signed)

GENERAL MANAGER OF BODDINGTON DISTRICT HOSPITAL BOARD EMPLOYER

Date 16.3.00

S.M. Jackson (signed)

(Common Seal)

Secretary

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.

7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse

classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (BRUCE ROCK MEMORIAL HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999. No. AG 36 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Bruce Rock Memorial Hospital Board
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division,
Western Australian Branch.

No. AG 36 of 2000.

Enrolled Nurses and Nursing Assistants (Bruce Rock
Memorial Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Bruce Rock Memorial Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,

[L.S.]

Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Bruce Rock Memorial Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
 SCHEDULE B Sick Leave Management Policy
 SCHEDULE C Principles of Rostering
 SCHEDULE D Minimum Rates Adjustment
 SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
 SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Bruce Rock Memorial Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 6 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- * customer focus
- * employee participation
- * process improvement
- * information and analysis
- * leadership
- * policies and plans
- * hospital/health service performance
- * cost effectiveness
- * team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

9.3.5 (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses
555.70 572.40 597.30 615.20

(c) Nursing Assistants
Yr 1 450.50 464.00 464.00 478.00
Yr 2 461.20 475.00 475.00 489.30
Yr 3 472.10 486.20 486.20 500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

(a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

(a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

(a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

(a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

(a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

(b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

(a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

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

19.5 Provision Of Services

(a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.

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

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (COMMON SEAL)
 BOARD CHAIRMAN OF BRUCE ROCK MEMORIAL HOSPITAL
 EMPLOYER
 Date 14/3/2000
 S.M. Jackson (signed) (COMMON SEAL)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION
 Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.

8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D-MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment (Base Wage)	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (BUNBURY HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 37 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Bunbury Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 37 of 2000.

Enrolled Nurses and Nursing Assistants (Bunbury Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Bunbury Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Bunbury Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Bunbury Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 119 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70 572.40 597.30 615.20

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
 “senior officer” means an officer nominated by management.
 “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

L. Donaldson (signed)

GENERAL MANAGER BUNBURY HEALTH SERVICE
 EMPLOYER Date 21/2/00
 (Undecipherable) (Common Seal)
 CHAIRMAN BUNBURY HEALTH SERVICE
 BOARD OF MANAGEMENT

EMPLOYER Date 21/2/00
S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given

guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp 9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp 10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp 10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp 10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (COLLIE HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 38 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Collie Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 38 of 2000.

Enrolled Nurses and Nursing Assistants (Collie Health Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Collie Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Collie Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Collie Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 39 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable)

GENERAL MANAGER OF COLLIE HEALTH SERVICE	
EMPLOYER	Date (undated)
<u>S.M. Jackson (signed)</u>	(Common Seal)
SECRETARY	
AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION	Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The

minimum lead time may be reduced by agreement between the employer and the employees.

7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (CORRIGIN DISTRICT HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 39 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Corrigin District Hospital Board

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 39 of 2000.

Enrolled Nurses and Nursing Assistants (Corrigin District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Corrigin District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Corrigin District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Corrigin District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 7 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

W. Matthews (signed) (Common Seal)

BOARD CHAIRMAN OF CORRIGIN

DISTRICT HOSPITAL

EMPLOYER

Date 14/3/00

S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND

MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work per-

formance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (CUNDERDIN DISTRICT HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999. No. AG 40 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Cunderdin District Hospital Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 40 of 2000.

Enrolled Nurses and Nursing Assistants (Cunderdin District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Cunderdin District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Cunderdin District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Cunderdin District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 6 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)

BOARD CHAIRMAN OF CUNDERDIN
DISTRICT HOSPITAL

EMPLOYER Date 13/3/00

S.M. Jackson (signed) (Common Seal)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with

work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
				(Base Wage)		(Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	553.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (DONGARA HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 41 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Dongara Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 41 of 2000.

Enrolled Nurses and Nursing Assistants (Dongara Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Dongara Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Dongara Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Dongara Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that Nil employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

<u>Doreen Harper</u> (signed)	(Common Seal)
BOARD CHAIRMAN OF DONGARA HEALTH SERVICE	Date 16/3/00
<u>S.M. Jackson</u> (signed)	(Common Seal)
SECRETARY AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION	Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given

guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
				(Base Wage)		(Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (DONNYBROOK/BALINGUP HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 42 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Donnybrook/Balingup Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 42 of 2000.

Enrolled Nurses and Nursing Assistants (Donnybrook/Balingup Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Donnybrook/Balingup Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Donnybrook/Balingup Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Donnybrook/Balingup Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 9 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)

GENERAL MANAGER OF
DONNYBROOK/BALINGUP HEALTH SERVICE

EMPLOYER Date 10/3/00

S.M. Jackson (signed) (Common Seal)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with

work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
				(Base Wage)		(Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	New Emp	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	New Emp	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	New Emp	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	New Emp	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	New Emp	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	New Emp	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	New Emp	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	New Emp	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	New Emp	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	New Emp	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	New Emp	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	New Emp	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	New Emp	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	New Emp	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	New Emp	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	New Emp	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (DUNDAS HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 43 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Dundas Health Service
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division,
Western Australian Branch.

No. AG 43 of 2000.

Enrolled Nurses and Nursing Assistants (Dundas Health Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Dundas Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Dundas Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A	Signatories
SCHEDULE B	Sick Leave Management Policy
SCHEDULE C	Principles of Rostering
SCHEDULE D	Minimum Rates Adjustment
SCHEDULE E	Shift Penalty Rates Payable from 6/12/1999
SCHEDULE F	Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Dundas Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 4 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.
- 9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

9.3.5 (a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

(a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(c) The entitlement to use sick leave in accordance with this subclause is subject to—

- (1) The employee being responsible for the care of the person concerned, and
- (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.

(d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

(a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

(a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

(a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

(a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

(a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

(b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

(a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution

in the Western Australian Industrial Relations Commission, at any time.

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

19.5 Provision Of Services

(a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.

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

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Evelyn Reid (signed)

CHAIRPERSON OF DUNDAS HEALTH SERVICE

Date 25/2/00

S.M. Jackson (signed) (COMMON SEAL)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.

8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.

9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment (Base Wage)	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.19	7.00	7.19	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.58	7.00	7.58	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	7.78	7.00	7.78	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (EAST PILBARA HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 44 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

East Pilbara Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 44 of 2000.

Enrolled Nurses and Nursing Assistants (East Pilbara Health Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (East Pilbara Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (East Pilbara Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the East Pilbara Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 62 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Ian Smith (signed)

GENERAL MANAGER OF EAST PILBARA
HEALTH SERVICE
EMPLOYER

Date 1/3/00

S.M. Jackson (signed)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

(Common Seal)

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with

work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (ESPERANCE HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 45 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Esperance Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 45 of 2000.

Enrolled Nurses and Nursing Assistants (Esperance Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Esperance Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Esperance Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Esperance Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 19 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70 572.40 597.30 615.20

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

T. Ibrahim (signed)

ESPERANCE HEALTH SERVICE BOARD
CHAIRPERSON

Date 24/2/00

S.M. Jackson (signed)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

(Common Seal)

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given

guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999**

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*				
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99			
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*				
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99			
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*				
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99			
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*				
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99			
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (GASCOYNE HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 46 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Gascoyne Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 46 of 2000.

Enrolled Nurses and Nursing Assistants (Gascoyne Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Gascoyne Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Gascoyne Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Gascoyne Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 37 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Betty Davies J.P. (signed) (Common Seal)

CHAIRPERSON OF THE GASCOYNE
HEALTH SERVICE BOARD

EMPLOYER Date 25/2/00

S.M. Jackson (signed) (Common Seal)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with

work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E

ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*					
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99				
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	14.00	14.00	
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*					
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99				
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*					
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99				
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*					
	12.5%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99				
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (GERALDTON HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 47 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Geraldton Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 47 of 2000.

Enrolled Nurses and Nursing Assistants (Geraldton Health Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Geraldton Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Geraldton Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
 SCHEDULE B Sick Leave Management Policy
 SCHEDULE C Principles of Rostering
 SCHEDULE D Minimum Rates Adjustment
 SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
 SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Geraldton Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 75 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry (“GHI”) and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70 572.40 597.30 615.20

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employer may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employee's family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

<u>(Undecipherable)</u>	(Common Seal)
GENERAL MANAGER OF GERALDTON HEALTH	
SERVICE EMPLOYER	Date 14.2.2000
<u>S.M. Jackson (signed)</u>	(Common Seal)
Secretary	
AUSTRALIAN LIQUOR HOSPITALITY AND	
MISCELLANEOUS WORKERS UNION	

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work

performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

- New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
- When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
- Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
- The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
- When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

- A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
- During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
- A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
- At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- The MRA component will be phased in two (2) instalments;
- The first instalment will be included in the first enterprise bargaining increase.
- The second instalment will be paid in 6 July 2001.
- The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)
		1	489.10			491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night			Saturday			Sunday*		
	12.5%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (GNOWANGERUP DISTRICT HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 48 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Gnowangerup District Hospital Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 48 of 2000.

Enrolled Nurses and Nursing Assistants (Gnowangerup District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Gnowangerup District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Gnowangerup District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Gnowangerup District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 13 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

David Fenwick (signed)

(Common Seal)

Gnowangerup District
Hospital Board

David Fenwick
General Manager
Central Great Southern Health Service

Date 1/3/00

S.M. Jackson (signed)

(Common Seal)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.

- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.

5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)
		1	489.10			491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31
									New Emp
									9.94 14.00 14.00
									9.98 14.00 14.00
									10.18 14.00 14.00
									10.50 14.00 14.00
									10.97 14.00 14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53
									New Emp
									10.24 14.00 14.00
									10.28 14.00 14.00
									10.48 14.00 14.00
									10.82 14.00 14.00
									11.30 14.00 14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86
									New Emp
									10.29 14.00 14.00
									10.49 14.00 14.00
									10.79 14.00 14.00
									11.04 14.00 14.00
									11.79 14.00 14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.5%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09
									New Emp
									10.60 14.00 14.00
									10.80 14.00 14.00
									11.11 14.00 14.00
									11.37 14.00 14.00
									12.14 14.00 14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (HARVEY YARLOOP HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 49 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Harvey Yarloop Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch

No. AG 49 of 2000.

Enrolled Nurses and Nursing Assistants (Harvey Yarloop Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Harvey Yarloop Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Harvey Yarloop Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A	Signatories
SCHEDULE B	Sick Leave Management Policy
SCHEDULE C	Principles of Rostering
SCHEDULE D	Minimum Rates Adjustment
SCHEDULE E	Shift Penalty Rates Payable from 6/12/1999
SCHEDULE F	Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Harvey Yarloop Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 32 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- * customer focus
- * employee participation
- * process improvement
- * information and analysis
- * leadership
- * policies and plans
- * hospital/health service performance
- * cost effectiveness
- * team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.
- 9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

9.3.5 (a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

(a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

(a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

(a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

(a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior

status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

(a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

(b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

(a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures.

Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

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

19.5 Provision Of Services

(a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.

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

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

EMPLOYER

(Undecipherable)

(COMMON SEAL)

BOARD MEMBER—HARVEY YARLOOP HEALTH SERVICE

Date 20th Feb. 2000

(Undecipherable)

BOARD MEMBER—HARVEY YARLOOP HEALTH SERVICE

Date 20/2/2000

S.M. Jackson (signed)

(COMMON SEAL)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The

minimum lead time may be reduced by agreement between the employer and the employees.

7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D-MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st Instalment (Base Wage)	1996 Avge EBA Diff	July 2001 2nd Instalment	1996 Avge EBA Diff (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.5%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KALGOORLIE-BOULDER HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 50 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kalgoorlie-Boulder Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 50 of 2000.

Enrolled Nurses and Nursing Assistants (Kalgoorlie-Boulder Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Kalgoorlie-Boulder Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Kalgoorlie-Boulder Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Kalgoorlie-Boulder Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 58 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry (“GHI”) and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

K. Finlayson (signed) (Common Seal)
KATHLEEN FINLAYSON
CHAIRMAN, KALGOORLIE-BOULDER
HEALTH SERVICE BOARD
EMPLOYER

Date 29/2/00

K.R. Pusey (signed)
KEVIN PUSEY
MEMBER, KALGOORLIE-BOULDER
HEALTH SERVICE BOARD
EMPLOYER

Date (undated)

S.M. Jackson (signed) (Common Seal)
SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.

- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.

5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES									
	A	B	C	D					
1	503.8	518.9	521.4	537.0					
2	505.7	520.9	531.4	547.4					
3	515.7	531.1	546.5	562.9					
4	532.1	548.1	559.5	576.3					
5	555.7	572.4	597.3	615.2					

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)										
Level	Afternoon			Permanent/Night			Saturday		Sunday*	
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75% New Emp
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	9.94 14.00 14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98 14.00 14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18 14.00 14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50 14.00 14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97 14.00 14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)										
Level	Afternoon			Permanent/Night			Saturday		Sunday*	
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75% New Emp
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	10.24 14.00 14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28 14.00 14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48 14.00 14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82 14.00 14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30 14.00 14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)										
Level	Afternoon			Permanent/Night			Saturday		Sunday*	
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75% New Emp
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	10.29 14.00 14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49 14.00 14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79 14.00 14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04 14.00 14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79 14.00 14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)										
Level	Afternoon			Permanent/Night			Saturday		Sunday*	
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75% New Emp
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	10.60 14.00 14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80 14.00 14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11 14.00 14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37 14.00 14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14 14.00 14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KATANNING HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 51 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Katanning Health Service

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 51 of 2000.

Enrolled Nurses and Nursing Assistants (Katanning Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Katanning Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Katanning Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Katanning Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 27 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

David Fenwick (Signed) (Common Seal)
Katanning
Health Service

David Fenwick
General Manager
Central Great Southern Health Service

Date 1/3/00

S.M. Jackson (signed) (Common Seal)
SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.

- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of

consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E

ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*						
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99					
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*						
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99					
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*						
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99					
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*						
	12.5%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99					
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KELLERBERRIN HEALTH SERVICES BOARD OF MANAGEMENT) ENTERPRISE AGREEMENT 1999, No. AG 52 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kellerberrin Health Services Board of Management

and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 52 of 2000.

Enrolled Nurses and Nursing Assistants (Kellerberrin Health Services Board of Management) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Kellerberrin Health Services Board of Management) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Kellerberrin Health Services Board of Management) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Kellerberrin Health Services Board of Management and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 6 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry (“GHI”) and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

V.W. Wright (signed) (Common Seal)
BOARD CHAIRPERSON,
KELLERBERRIN HEALTH SERVICES
BOARD OF MANAGEMENT

Date 17/2/00

S.M. Jackson (signed) (Common Seal)
SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.

- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999**

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	12.50% Afternoon Award 06-Dec-99		15% Permanent/Night Award 06-Dec-99		50% Saturday Award 06-Dec-99		75% Sunday* Award 06-Dec-99					
	1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp 9.94	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	12.50% Afternoon Award 06-Dec-99		15% Permanent/Night Award 06-Dec-99		50% Saturday Award 06-Dec-99		75% Sunday* Award 06-Dec-99					
	1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp 10.24	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	12.50% Afternoon Award 06-Dec-99		15% Permanent/Night Award 06-Dec-99		50% Saturday Award 06-Dec-99		75% Sunday* Award 06-Dec-99					
	1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp 10.29	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	12.50% Afternoon Award 06-Dec-99		15% Permanent/Night Award 06-Dec-99		50% Saturday Award 06-Dec-99		75% Sunday* Award 06-Dec-99					
	1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp 10.60	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KIMBERLEY HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 53 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kimberley Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 53 of 2000.

Enrolled Nurses and Nursing Assistants (Kimberley Health Service) Enterprise Agreement 1999.

20 March 2000.

Order:

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Kimberley Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Kimberley Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Kimberley Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 49 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

E. Hulbert (signed) (Common Seal)
 ERN HULBERT
 GENERAL MANAGER
 KIMBERLEY HEALTH SERVICE
 EMPLOYER

Date 28/2/00

S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.

- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KOJONUP DISTRICT HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 54 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kojonup District Hospital Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 54 of 2000.

Enrolled Nurses and Nursing Assistants (Kojonup District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Kojonup District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Kojonup District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Kojonup District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 13 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

David Fenwick (signed) (Common Seal)
Kojonup District
Hospital Board

David Fenwick
General Manager
Central Great Southern Health Service Date 1/3/00

S.M. Jackson (signed) (Common Seal)
SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION
Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.

- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10			491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999**

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	508.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon		Permanent/Night		Saturday		Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon		Permanent/Night		Saturday		Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon		Permanent/Night		Saturday		Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon		Permanent/Night		Saturday		Sunday*			
	12.5%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of

tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (KUNUNOPPIN AND DISTRICTS HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 55 of 2000.

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Kununoppin and Districts Health Service
and

The Australian Liquor, Hospitality and Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 55 of 2000.

Enrolled Nurses and Nursing Assistants (Kununoppin and Districts Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Kununoppin and Districts Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Kununoppin and Districts Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Kununoppin and Districts Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 8 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

(a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Lancaster (signed) (Common Seal)
Board Chairperson, Kununoppin & Districts
Health Service

Date 15/2/00

S.M. Jackson (signed) (Common Seal)
SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.

- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.

6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999**

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

**ENROLLED NURSES AND NURSING ASSISTANTS
(LAVERTON AND LEONORA HEALTH SERVICE)
ENTERPRISE AGREEMENT 1999.
No. AG 56 of 2000.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Laverton and Leonora Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 56 of 2000.

Enrolled Nurses and Nursing Assistants (Laverton and
Leonora Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Laverton and Leonora Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,

[L.S.] Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Laverton and Leonora Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Laverton and Leonora Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 6 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop,

implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.
- 9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

- 9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.
- 9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked

providing that the loading paid shall be no less than \$2.64 per hour.

- 9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.
- 9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.
- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.
- 9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;
- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
- (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.

- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

J. Carter (signed) (Common Seal)

JEFF CARTER
CHAIRMAN, LAVERTON AND
LEONORA HEALTH SERVICE BOARD
EMPLOYER

Date 1/3/00

J.R. Carter (signed)

JUDY CARTER
BOARD MEMBER, LAVERTON AND
LEONORA HEALTH SERVICE BOARD

Date (undated)

S.M. Jackson (signed)

(Common Seal)

SECRETARY
AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the

Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.29	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.60	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (LOWER GREAT SOUTHERN HEALTH SERVICE BOARD) ENTERPRISE AGREEMENT 1999. No. AG 57 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Lower Great Southern Health Service Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 57 of 2000.

Enrolled Nurses and Nursing Assistants
(Lower Great Southern Health Service Board)
Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Lower Great Southern Health Service Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Lower Great Southern Health Service Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Lower Great Southern Health Service Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 127 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;

- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.
- 9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.
- 9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
------	--------	--------	--------	--------

Yr 2	461.20	475.00	475.00	489.30
------	--------	--------	--------	--------

Yr 3	472.10	486.20	486.20	500.80
------	--------	--------	--------	--------

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

(e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

K. Symes (signed) (Common Seal)
 GENERAL MANAGER ON BEHALF
 OF LOWER GREAT SOUTHERN
 HEALTH SERVICE BOARD (EMPLOYER) Date 28/2/00
S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave,

alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st Instalment	1996 Avege 0.48% (Base Wage)	July 2001 2nd Instalment	1996 Avege 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

**ENROLLED NURSES AND NURSING ASSISTANTS
(MERREDIN HEALTH SERVICE) ENTERPRISE
AGREEMENT 1999.
No. AG 58 of 2000.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Merredin Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 58 of 2000.

Enrolled Nurses and Nursing Assistants (Merredin Health
Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Merredin Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Merredin Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Merredin Health Service Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 8 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Pamela C. Gribble (signed) (Common Seal)

Pamela Gribble

CHAIRPERSON

MERREDIN HEALTH SERVICE BOARD Date 17/2/00

S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave,

alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	7.00	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	7.00	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	7.00	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	7.00	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	7.31	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	7.00	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	7.00	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	7.00	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	7.21	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	7.53	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	7.00	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	7.00	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	7.19	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	7.36	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	7.86	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	7.07	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	7.20	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	7.41	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	7.58	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	8.09	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical

assessments and judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (METROPOLITAN HEALTH SERVICE BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 28 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch

and

Metropolitan Health Service Board.

No. AG 28 of 2000.

Metropolitan Health Service Board Enrolled Nurses and
Nursing Assistants Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms S.M. Jackson, as agent for the Applicant, and Ms L.H. Coleman and Ms M. Kaempf, as agents for the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled Enrolled Nurses and Nursing Assistants (Metropolitan Health Service Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement in replacement of the Enrolled Nurses and Nursing Assistants Enterprise Agreement (AG 154 of 1996) which is hereby cancelled.

(Sgd.) G. L. FIELDING,

[L.S.] Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Metropolitan Health Service Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
SCHEDULE B Sick Leave Management Policy
SCHEDULE C Principles of Rostering
SCHEDULE D Minimum Rates Adjustment
SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Metropolitan Health Service Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 877 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

(e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 CHIEF EXECUTIVE OFFICER METROPOLITAN
 HEALTH SERVICE BOARD Date 15/2/00
Helen M. Creed (signed) (Common Seal)
 Secretary

AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 15/2/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

—————

ENROLLED NURSES AND NURSING ASSISTANTS (MORAWA AND DISTRICTS HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 59 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Morawa and Districts Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 59 of 2000.

Enrolled Nurses and Nursing Assistants (Morawa and
Districts Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Morawa and Districts Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Morawa and Districts Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Morawa and Districts Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 4 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

L.S. Chappel (signed) (Common Seal)
Lindsay Chappel

Board Chairman of Morawa & Districts
Health Service Date 8/3/00

S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (MUKINBUDIN HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 60 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mukinbudin Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 60 of 2000.

Enrolled Nurses and Nursing Assistants (Mukinbudin
Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Mukinbudin Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Mukinbudin Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Mukinbudin Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that NIL employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 BOARD CHAIRPERSON MUKINBUDIN HEALTH SERVICE Date 16/2/2000
 S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave,

alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (MULLEWA HEALTH SERVICES, BOARD OF MANAGEMENT) ENTERPRISE AGREEMENT 1999.

No. AG 62 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Mullewa Health Services, Board of Management
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 62 of 2000.

Enrolled Nurses and Nursing Assistants (Mullewa Health
Services, Board of Management) Enterprise Agreement
1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Mullewa Health Services, Board of Management) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Mullewa Health Services, Board of Management) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Mullewa Health Services, Board of Management and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 5 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1 The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employee's family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

L.A. Freeman (signed) (Common Seal)

Lynette Freeman

Board Chairman of Mullewa Health Service Date 22/2/2000

S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	7.58	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (MURCHISON HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 61 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Murchison Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 61 of 2000.

Enrolled Nurses and Nursing Assistants (Murchison Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Murchison Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Murchison Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Murchison Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 7 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable)

GENERAL MANAGER OF MURCHISON HEALTH SERVICE EMPLOYER Date 20th February 2000
S.M. Jackson (signed) (Common Seal)
 SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (NAREMBEEN HEALTH SERVICES BOARD) ENTERPRISE AGREEMENT 1999.

No. AG 63 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Narembeem Health Services Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 63 of 2000.

Enrolled Nurses and Nursing Assistants (Narembeem Health Services Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Narembeem Health Services Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Narembeem Health Services Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Narembeem Health Services Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 12 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 BOARD CHAIRPERSON (NAREMBEEN HEALTH SERVICES BOARD) Date 17/2/00
S.M. Jackson (signed) (Common Seal)
 SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (NEXT STEP SPECIALIST DRUG AND ALCOHOL SERVICES) ENTERPRISE AGREEMENT 1999.

No. AG 64 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Next Step Specialist Drug and Alcohol Services
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 64 of 2000.

Enrolled Nurses and Nursing Assistants (Next Step
Specialist Drug and Alcohol Services) Enterprise
Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Next Step Specialist Drug and Alcohol Services) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,

[L.S.]

Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Next Step Specialist Drug and Alcohol Services) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Next Step Specialist Drug and Alcohol Services and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 2 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable)

EXECUTIVE DIRECTOR NEXT STEP SPECIALIST
DRUG AND ALCOHOL SERVICES EMPLOYER

Date 15/2/00

S.M. Jackson (signed)

(Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND
MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10	489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (NICKOL BAY HOSPITAL) ENTERPRISE AGREEMENT 1999.

No. AG 65 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Nickol Bay Hospital
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 65 of 2000.

Enrolled Nurses and Nursing Assistants (Nickol Bay
Hospital) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Nickol Bay Hospital) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Nickol Bay Hospital) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
SCHEDULE B Sick Leave Management Policy
SCHEDULE C Principles of Rostering
SCHEDULE D Minimum Rates Adjustment
SCHEDULE E Shift Penalty Rates Payable from 6/12/1999
SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Nickol Bay Hospital and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 18 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

The Common Seal of Nickol Bay Hospital was hereunto affixed by authority of the Minister for Health in the presence of—

(Undecipherable)

General Manager Date 8 March 2000
S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (NORTH MIDLANDS HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 67 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

North Midlands Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 67 of 2000.

Enrolled Nurses and Nursing Assistants (North Midlands
Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (North Midlands Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,

[L.S.]

Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (North Midlands Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the North Midlands Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 11 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- (a) The base salary;
- (b) Other cash allowances, eg. annual leave loading;
- (c) Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and
- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- (a) the employee retaining four weeks annual leave for personal use;
- (b) no more than one request per financial year; and
- (c) the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

J. Catto (signed) (Common Seal)
 Jackie Catto
 Deputy Board Chairman of North Midlands Health Service
 Date 16/02/2000

S.M. Jackson (signed) (Common Seal)
 SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (NORTHAMPTON KALBARRI HEALTH SERVICES) ENTERPRISE AGREEMENT 1999.

No. AG 66 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Northampton Kalbarri Health Services
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 66 of 2000.

Enrolled Nurses and Nursing Assistants (Northampton
Kalbarri Health Services) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Northampton Kalbarri Health Services) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Northampton Kalbarri Health Services) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Northampton Kalbarri Health Services and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 11 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1 The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

A. Putland (signed) (Common Seal)
 Alan Putland
 Board Chairman of Northampton Kalbarri Health Service
 Date 22/2/00

S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (PEEL SERVICES) ENTERPRISE AGREEMENT 1999.

No. AG 68 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Peel Health Services

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 68 of 2000.

Enrolled Nurses and Nursing Assistants (Peel Health
Services) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Peel Health Services) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Peel Health Services) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Peel Health Services and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 29 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 GENERAL MANAGER OF PEEL HEALTH SERVICES
 for and on behalf of the Minister for Health in his capacity
 as the Board of Peel Health Services EMPLOYER
 Date 15/3/00
 S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (QUAIRADING DISTRICT—HOSPITAL BOARD) ENTERPRISE AGREEMENT 1999. No. AG 69 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Quairading District Hospital Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch

No. AG 69 of 2000.

Enrolled Nurses and Nursing Assistants (Quairading
District Hospital Board) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Quairading District Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G. L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Quairading District Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Quairading District Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 7 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- * customer focus
- * employee participation
- * process improvement
- * information and analysis
- * leadership
- * policies and plans
- * hospital/health service performance
- * cost effectiveness
- * team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

9.3.5 (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employee's family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

(a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

(a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

(a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

(a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior

status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

(a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.

(b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

(a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which

may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

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

19.5 Provision Of Services

(a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.

(b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.

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

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

A. P. Heal (signed)

(COMMON SEAL)

BOARD CHAIRMAN OF QUAIRADING DISTRICT HOSPITAL
EMPLOYER

Date 14.03.00

S.M. Jackson (signed)

(COMMON SEAL)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION

Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.
- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly

if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D-MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment (Base Wage)	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00
										10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00
										11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00
										11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00
										12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- **Clinical/Technical Tasks**

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and judgements and deliver care at an advanced level,

consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (RAVENSTHORPE HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 70 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Ravensthorpe Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 70 of 2000.

Enrolled Nurses and Nursing Assistants (Ravensthorpe
Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Ravensthorpe Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Ravensthorpe Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Ravensthorpe Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 13 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

Sharon J. Bridges (signed)

Chairman of the Ravensthorpe Health Service Board

Date 3/3/00

S.M. Jackson (signed)

(Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10			491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

—————

ENROLLED NURSES AND NURSING ASSISTANTS (ROEBOURNE DISTRICT HOSPITAL) ENTERPRISE AGREEMENT 1999. No. AG 71 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Roebourne District Hospital
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 71 of 2000.

Enrolled Nurses and Nursing Assistants (Roebourne District Hospital) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Roebourne District Hospital) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Roebourne District Hospital) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Roebourne District Hospital and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 13 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

The Common Seal of Roebourne District Hospital was hereunto affixed by authority of the Minister for Health in the presence of—

(Undecipherable)

General Manager Date 8/3/00
 S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

**ENROLLED NURSES AND NURSING ASSISTANTS
(SOUTHERN CROSS DISTRICT HEALTH SERVICE
BOARD) ENTERPRISE AGREEMENT 1999.
No. AG 72 of 2000.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Southern Cross District Health Service Board
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 72 of 2000.

Enrolled Nurses and Nursing Assistants
(Southern Cross District Health Service Board)
Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Southern Cross District Health Service Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Southern Cross District Health Service Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Southern Cross District Health Service Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 10 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 BOARD CHAIRPERSON
 SOUTHERN CROSS DISTRICT
 HEALTH SERVICE BOARD Date 14/2/00
 S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10			491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.5%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (UPPER GREAT SOUTHERN HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 74 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Upper Great Southern Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 74 of 2000.

Enrolled Nurses and Nursing Assistants (Upper Great
Southern Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Upper Great Southern Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.] (Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Upper Great Southern Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Upper Great Southern Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 75 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

555.70	572.40	597.30	615.20
--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 BOARD CHAIRMAN OF UPPER
 GREAT SOUTHERN HEALTH SERVICE
 EMPLOYER Date 15/3/00
 S.M. Jackson (signed) (Common Seal)
 SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	New Emp	Award	06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	New Emp	Award	06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	New Emp	Award	06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	New Emp	Award	06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (VASSE LEEUWIN HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 75 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Vasse Leeuwin Health Service

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 75 of 2000.

Enrolled Nurses and Nursing Assistants (Vasse Leeuwin
Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Vasse Leeuwin Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Upper Vasse Leeuwin Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Vasse Leeuwin Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 61 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

“employer” means the authorised officer nominated at each work site by the Health Service.

“senior officer” means an officer nominated by management.

“work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 GENERAL MANAGER OF VASSE
 LEEUWIN HEALTH SERVICE
 EMPLOYER Date 23/2/00
S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999
WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.50	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is

required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (WARREN BLACKWOOD HEALTH SERVICE) ENTERPRISE AGREEMENT 1999. No. AG 76 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Warren Blackwood Health Service Board

and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 76 of 2000.

Enrolled Nurses and Nursing Assistants (Warren
Blackwood Health Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Warren Blackwood Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Warren Blackwood Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from 6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Warren Blackwood Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 65 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

G. Norris (signed) (Common Seal)
 G NORRIS
 CHAIRPERSON
 WARREN BLACKWOOD HEALTH SERVICE BOARD
 EMPLOYER Date 23/2/00
 S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10	489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

**SCHEDULE E
ENROLLED NURSES**

SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award	06-Dec-99	15%	Award	06-Dec-99	50%	Award	06-Dec-99	75%	Award	06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (WESTERN HEALTH SERVICE) ENTERPRISE AGREEMENT 1999.

No. AG 77 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Western Health Service
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 77 of 2000.

Enrolled Nurses and Nursing Assistants (Western Health
Service) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Western Health Service) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Western Health Service) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
 2. Arrangement
 3. Scope and Parties Bound
 4. Date and Term
 5. Relationship to Award
 6. Aims of this Agreement
 7. Best Practice
 8. Workplace Reform
 9. Shift Work
 10. Accrued Days Off
 11. Wages
 12. Higher Duties Allowance
 13. Remuneration Packaging
 14. Annual Leave
 15. Cashing Out Leave
 16. Sick Leave
 17. Family Leave
 18. Casual Work During Periods of Parental Leave
 19. Dispute Resolution Procedure
 20. No Further Claims
- SCHEDULE A Signatories
SCHEDULE B Sick Leave Management Policy
SCHEDULE C Principles of Rostering
SCHEDULE D Minimum Rates Adjustment
SCHEDULE E Shift Penalty Rates Payable from
6/12/1999
SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Western Health Service and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 34 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would

have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

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

casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer

the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

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

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

GENERAL MANAGER OF WESTERN HEALTH SERVICE EMPLOYER

Date
S.M. Jackson (signed) (Common Seal)

Secretary

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

The common seal of the WESTERN HEALTH SERVICE is affixed in accordance with a motion of the Board of Management of the Western Health Service

(COMMON SEAL)

IN THE PRESENCE OF

M. Williams (signed) BOARD MEMBER
Wendy Lynette Williams

J. Lee (signed) SECRETARY
James Lee

Dated 26th February 2000

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48%	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48%
		1		(Base Wage) 489.10		(Base Wage) 491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	7.21	7.00	7.21	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	10.82	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	10.79	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.04	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	11.37	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

**ENROLLED NURSES AND NURSING ASSISTANTS
(WICKHAM DISTRICT HOSPITAL) ENTERPRISE
AGREEMENT 1999.
No. AG 78 of 2000.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Wickham District Hospital
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 78 of 2000.

Enrolled Nurses and Nursing Assistants (Wickham District
Hospital) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Wickham District Hospital) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G.L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Wickham District Hospital) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Wickham District Hospital and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 10 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;

- (d) Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

The Common Seal of Wickham District Hospital was hereunto affixed by authority of the Minister for Health in the presence of—

(Undecipherable) (Common Seal)
 General Manager Date 8/3/00
 S.M. Jackson (signed) (Common Seal)

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1		489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99		15%	Award 06-Dec-99		50%	Award 06-Dec-99		75%	Award 06-Dec-99		
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

**ENROLLED NURSES AND NURSING ASSISTANTS
(WYALKATCHEM-KOORDA & DISTRICTS
HOSPITAL BOARD) ENTERPRISE
AGREEMENT 1999.
No. AG 79 of 2000.**

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Wyalkatchem-Koorda & Districts Hospital Board
and

The Australian Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous Workers Division,
Western Australian Branch.

No. AG 79 of 2000.

Enrolled Nurses and Nursing Assistants (Wyalkatchem-
Koorda & Districts Hospital Board) Enterprise
Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Wyalkatchem-Koorda & Districts Hospital Board) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

(Sgd.) G.L. FIELDING,
Senior Commissioner.

[L.S.]

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Wyalkatchem-Koorda & Districts Hospital Board) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Wyalkatchem-Koorda & Districts Hospital Board and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that 4 employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles —

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

- 9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.
- 9.1.2 Night shift means any rostered shift which commences after 9pm.
- 9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception is* for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

- (d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.
- (ii) Column A is payable on the first pay period commencing on or after 6 December 1999.
- (iii) Column B is payable on the first pay period commencing on or after 6 December 2000.
- (iv) Column C is payable on the first pay period commencing on or after 6 July 2001.
- (v) Column D is payable on the first pay period commencing on or after 6 January 2002.
- (vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.
- (vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and

- (e) Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

(Undecipherable) (Common Seal)
 Board Chairperson
 WYALKATCHEM-KOORDA AND DISTRICTS
 HOSPITAL BOARD Date 18/2/00
 S.M. Jackson (signed) (Common Seal)
 SECRETARY
 AUSTRALIAN LIQUOR HOSPITALITY AND
 MISCELLANEOUS WORKERS UNION Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avge EBA Diff 0.48% (Base Wage)
		1	489.10	489.10		491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp		
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.94	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00
							7.31	7.00	7.31	10.97	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp		
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.24	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00
4	1.80	1.75	1.80	2.16	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00
							7.53	7.00	7.53	11.30	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp		
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.29	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.49	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00
5	1.96	1.75	1.96	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00
							7.86	7.00	7.86	11.79	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*		
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp		
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.60	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	10.80	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00
							8.09	7.00	8.09	12.14	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is required

to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

ENROLLED NURSES AND NURSING ASSISTANTS (YALGOO HEALTH SERVICES) ENTERPRISE AGREEMENT 1999.

No. AG 80 of 2000.

WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.

Industrial Relations Act 1979.

Yalgoo Health Services
and

The Australian Liquor, Hospitality and
Miscellaneous Workers Union,
Miscellaneous Workers Division,
Western Australian Branch.

No. AG 80 of 2000.

Enrolled Nurses and Nursing Assistants (Yalgoo Health
Services) Enterprise Agreement 1999.

20 March 2000.

Order.

HAVING heard Ms L.H. Coleman and Ms M. Kaempf, as agents on behalf of the Applicant, and Ms S.M. Jackson, as agent on behalf of the Respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act, 1979, hereby orders—

THAT the agreement made between the parties lodged in the Commission on the 29th day of February 2000 entitled the Enrolled Nurses and Nursing Assistants (Yalgoo Health Services) Enterprise Agreement 1999 and as subsequently amended by direction of the Commission be registered in the terms of the following Schedule as an industrial agreement.

[L.S.]

(Sgd.) G. L. FIELDING,
Senior Commissioner.

Schedule.

1.—TITLE

1.1. This Agreement is the Enrolled Nurses and Nursing Assistants (Yalgoo Health Services) Enterprise Agreement 1999 (this Agreement).

2.—ARRANGEMENT

1. Title
2. Arrangement
3. Scope and Parties Bound
4. Date and Term
5. Relationship to Award
6. Aims of this Agreement
7. Best Practice
8. Workplace Reform
9. Shift Work
10. Accrued Days Off
11. Wages
12. Higher Duties Allowance
13. Remuneration Packaging
14. Annual Leave
15. Cashing Out Leave
16. Sick Leave
17. Family Leave
18. Casual Work During Periods of Parental Leave
19. Dispute Resolution Procedure
20. No Further Claims

SCHEDULE A Signatories

SCHEDULE B Sick Leave Management Policy

SCHEDULE C Principles of Rostering

SCHEDULE D Minimum Rates Adjustment

SCHEDULE E Shift Penalty Rates Payable from
6/12/1999

SCHEDULE F Criteria For Advanced Skills Enrolled
Nurse

3.—SCOPE AND PARTIES BOUND

3.1 This is an Agreement between the Yalgoo Health Services and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award). It is estimated that NIL employees are covered by this Agreement.

4.—DATE AND TERM

4.1. This Agreement shall operate from 6 December, 1999 and will remain in force for a period of two (2) years and six (6) months and replaces the Enrolled Nurses and Nursing Assistants Enterprise Agreement, 1996.

4.2. The parties undertake to commence negotiations for a replacement agreement in May, 2001.

5.—RELATIONSHIP TO AWARD

5.1. This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6.—AIMS OF THIS AGREEMENT

6.1. The aim of this Agreement is to enable the parties to develop and implement strategies which are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of patient care, to further improve productivity and efficiency at the enterprise and enhance job satisfaction, security and remuneration.

6.2. The parties to this Agreement are committed to the pursuit of best practice and therefore improvements in productivity and efficiency in the Government Health Industry ("GHI") and recognises the continuing contribution of Western Australian enrolled nurses and nursing assistants.

6.3. The parties to this Agreement are committed to identifying and implementing measures to improving productivity and efficiency at the enterprise during the life of this Agreement.

6.4 It is agreed that individual agencies shall develop and implement productivity and efficiency measures specific to that enterprise.

6.5 Specific measures at the enterprise level may include, but are not limited to—

- (a) Measures to improve and ensure high quality and continuous improvement of services to the public in an efficient and productive manner;
- (b) Evaluation of opportunities for change of mutual benefit to employers and employees;
- (c) Investigation of training opportunities to benefit employers and employees; and
- (d) Measures to improve industrial relations at the local level.

7.—BEST PRACTICE

7.1. The parties agree that best practice is simply the best way of doing things. Best practice is a continuous improvement process which involves constantly changing, adapting and integrating related approaches to hospital/health service issues. Best practices are not fixed and not restricted to an examination of costs, but also include quality and delivery issues.

7.2. Best practice is outcome rather than simply activity based. It provides the processes, structures, rights and obligations which are essential to ensure that the full capacity for innovation of employees is fully and effectively used. Best practice depends on effective training of both management and employees (and their representatives) to acquire and utilise the skills which are necessary to effectively develop, implement and evaluate the change process. Both parties are committed to this process.

7.3. The parties agree that a best practice approach and methodology are important to the implementation of this Agreement. The best practice programs are to be based on the following principles—

- customer focus
- employee participation
- process improvement
- information and analysis
- leadership
- policies and plans
- hospital/health service performance
- cost effectiveness
- team work management

8.—WORKPLACE REFORM

8.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

8.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.

8.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule C are to be utilised and shall be consistent with the terms of the Award and this Agreement.

8.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

9.—SHIFT WORK

9.1 For the purposes of this clause—

9.1.1 Afternoon Shift means any rostered shift which commences on or after 12.00 noon and finishes after 6 pm on week days.

9.1.2 Night shift means any rostered shift which commences after 9pm.

9.1.3 Permanent afternoon or Permanent Night Shift means any rostered shift where an employee works either afternoon or night shift as part of a non-rotating roster.

9.1.4 Saturday shift means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

9.1.5 Sunday shift means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

9.1.6 Public Holiday shift means ordinary hours worked on any public holiday named in Clause 11 of the Award.

9.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm on that day.

9.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply—

9.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.2 A loading of 15% or pro rata for part thereof will be paid to an employee rostered on night shift for each hour worked provided that the loading paid shall be no less than \$1.75 per hour.

9.3.3 A loading of 15% per hour or pro rata for part thereof shall be paid to an employee rostered on a permanent afternoon or night shift for each hour worked providing that the loading paid shall be no less than \$2.64 per hour.

9.3.4 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.3.5 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.

- (a) The *exception* is for any new employee or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.

9.3.6 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked provided that the loading paid shall not be less than \$7.00 per hour.

9.4 The rates prescribed in subclauses 9.3.1, 9.3.2 & 9.3.3 shall be in substitution for and not cumulative on the rates prescribed in subclauses 9.3.4 and 9.3.5.

9.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.

9.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.

9.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.

9.8 The provisions of this clause shall not apply to community nurses or enrolled community school nurses.

10.—ACCRUED DAYS OFF

10.1. Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than—

- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;
- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11.—WAGES

11.1 The rates of pay payable to employees covered by this Agreement shall be as follows—

(a) Enrolled Nurses

Pay Point	Column A Includes first MRA Adjustment	Column B	Column C Includes second MRA Adjustment	Column D
1	503.80	518.90	521.40	537.00
2	505.70	520.90	531.40	547.40
3	515.70	531.10	546.50	562.90
4	532.10	548.10	559.50	576.30

(b) Advanced Skills Enrolled Nurses

	555.70	572.40	597.30	615.20
--	--------	--------	--------	--------

(c) Nursing Assistants

Yr 1	450.50	464.00	464.00	478.00
Yr 2	461.20	475.00	475.00	489.30
Yr 3	472.10	486.20	486.20	500.80

(d) (i) An upfront payment of \$500.00 is payable on the first pay period commencing on or after 6 December 1999.

(ii) Column A is payable on the first pay period commencing on or after 6 December 1999.

(iii) Column B is payable on the first pay period commencing on or after 6 December 2000.

(iv) Column C is payable on the first pay period commencing on or after 6 July 2001.

(v) Column D is payable on the first pay period commencing on or after 6 January 2002.

(vi) Enrolled Nurses proceed to Pay Point 4 by annual increments based on a satisfactory performance review.

(vii) In order to finalise the Minimum Rates Adjustment claim the parties agree to establish skills criteria and translation provisions for the Advanced Skills Enrolled Nurse. The skills criteria have been agreed and included in this Agreement at Schedule F. This criteria will be used to identify Advanced Skills Enrolled Nurse positions at each health service/hospital.

Where the parties are unable to agree to the final translation provisions by 1 April 2000 the matter will be referred to the Commission for conciliation and if necessary arbitration.

11.2 The award will be adjusted to reflect Minimum Rates by July, 2001 as provided in Schedule D.

12.—HIGHER DUTIES ALLOWANCE

Where an employee is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an advanced skills enrolled nurse for two or more hours in any one shift such employees shall be paid at the Advanced Skills Enrolled Nurses rate of pay for the entire shift.

13.—REMUNERATION PACKAGING

13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.

13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.

13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.

13.4 The TEC for the purposes of salary packaging, is calculated by adding—

- The base salary;
- Other cash allowances, eg. annual leave loading;
- Non cash benefits, eg. superannuation, motor vehicles etc;
- Any Fringe Benefit Tax liabilities currently paid; and
- Any variable components eg. performance based incentives (where they exist).

13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.

13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.

13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.

13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.

13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.

13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.

13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.

13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.

13.15 Notwithstanding subclauses (10) and (11) the employer and the employee may agree to forgo the notice period.

13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11.—Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.

13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14.—ANNUAL LEAVE

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

14.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

15.—CASHING OUT LEAVE

15.1 At the written request of the employee and with the agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to—

- the employee retaining four weeks annual leave for personal use;
- no more than one request per financial year; and
- the availability of funding.

16.—SICK LEAVE

16.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.

16.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

16.3 A Sick Leave Management Policy as outlined in Schedule B will be implemented at each Health Service.

17.—FAMILY LEAVE

17.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to—
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either—
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bonafide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee, or another person who lives with the employee as a member of the employees family.
- (d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

17.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

17.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work "make up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

17.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

18.—CASUAL WORK DURING PERIODS OF PARENTAL LEAVE

An employee may elect to work on a casual basis throughout the period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

19.—DISPUTE RESOLUTION PROCEDURE

19.1 Preamble

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

19.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed—

- (a) 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 to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;
- (b) 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 employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) 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;
 - (ii) The employer shall, as soon as is 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.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

19.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed—

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

19.4 Access To The Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 19.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.
- (b) The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

19.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

19.6 Definitions

For the purpose of this procedure—

- “employer” means the authorised officer nominated at each work site by the Health Service.
- “senior officer” means an officer nominated by management.
- “work site” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

20.—NO FURTHER CLAIMS

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, with the exception of the matters referred to in Clause 11.2.

SCHEDULE A—SIGNATORIES

A. L. Kitching (signed) (Common Seal)
Ann Kitching
BOARD CHAIRMAN OF YALGOO HEALTH SERVICE
Date 16/3/00
S.M. Jackson (signed) (Common Seal)
Secretary

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNIO Date 17/3/00

SCHEDULE B—SICK LEAVE MANAGEMENT POLICY

Employees and management cooperate to reduce sick leave in their area of the workplace by implementing the following principles—

The general principles below are to be utilised in conjunction with health service policy and Award/Agreement entitlements.

- All employees upon their return to work from sick leave are well and able to return to work.
- Paid sick leave entitlements are to be exhausted before access is gained to unpaid sick leave.
- A consistent means of reporting and publicising attendance information is devised and implemented across the health site for employees.
- Regular and persistent absenteeism is identified.
- The causes of any distinct patterns of sick leave usage is understood.
- Employees are assisted to manage illness at the workplace where illness is interfering with work performance. Employees will be interviewed, given guidelines, penalties clearly explained and future meetings time-tabled.

- The services of an Employee Assistance Programme will be available and options of paid leave, alteration of hours of work and/or relocation, particularly if the sick leave pattern is the result of persistent and irresolvable personal issues.

However, if inappropriate absenteeism persists disciplinary procedures will be implemented in accordance with the Public Sector Management Act 1994 & Regulations and this Agreement.

SCHEDULE C—PRINCIPLES OF ROSTERING

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

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

SCHEDULE D—MINIMUM RATES ADJUSTMENT

The parties agree that the rates provided in this Schedule are in full settlement of the Minimum Rates Adjustment Claim of the Enrolled Nurses and Nursing Assistants (Government) Award No. 7 of 1978.

The parties agree that—

- (a) The Award will be varied to incorporate the rates provided in this subclause by July 2001;
- (b) The MRA component will be phased in two (2) instalments;
- (c) The first instalment will be included in the first enterprise bargaining increase.
- (d) The second instalment will be paid in 6 July 2001.
- (e) The Government Health Industry acknowledges the right of the Union to conduct an equal pay claim on behalf of Enrolled Nurses.

Current Level	Paid Rates Award Rate	Point	Dec 1999 1st MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)	July 2001 2nd MRA Instalment	1996 Avege EBA Diff 0.48% (Base Wage)
		1	489.10	489.10	491.45	491.45
1.1	478.80	2	488.66	491.01	498.53	500.92
1.2	483.80	3	498.24	500.63	512.68	515.14
1.3	494.70	4	509.76	512.21	524.83	527.35
2.1	487.60	4	506.21	508.64	524.83	527.35
2.2	492.70	4	508.76	511.21	524.83	527.35
2.3	503.50	4	514.16	516.63	524.83	527.35
3	516.10	5	539.55	N/A	563.00	N/A

SCHEDULE E
ENROLLED NURSES
SHIFT PENALTIES RATES EFFECTIVE FROM 6 DECEMBER 1999

WEEKLY SALARY RATES

	A	B	C	D
1	503.8	518.9	521.4	537.0
2	505.7	520.9	531.4	547.4
3	515.7	531.1	546.5	562.9
4	532.1	548.1	559.5	576.3
5	555.7	572.4	597.3	615.2

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.66	1.75	1.75	1.99	2.64	2.64	6.63	7.00	7.00	New Emp	9.94	14.00	14.00
2	1.66	1.75	1.75	2.00	2.64	2.64	6.65	7.00	7.00	9.98	14.00	14.00	14.00
3	1.70	1.75	1.75	2.04	2.64	2.64	6.79	7.00	7.00	10.18	14.00	14.00	14.00
4	1.75	1.75	1.75	2.10	2.64	2.64	7.00	7.00	7.00	10.50	14.00	14.00	14.00
5	1.83	1.75	1.83	2.19	2.64	2.64	7.31	7.00	7.31	10.97	14.00	14.00	14.00

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.71	1.75	1.75	2.05	2.64	2.64	6.83	7.00	7.00	New Emp	10.24	14.00	14.00
2	1.71	1.75	1.75	2.06	2.64	2.64	6.85	7.00	7.00	10.28	14.00	14.00	14.00
3	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.48	14.00	14.00	14.00
4	1.80	1.75	1.80	2.16	1.64	2.64	7.21	7.00	7.21	10.82	14.00	14.00	14.00
5	1.88	1.75	1.88	2.26	2.64	2.64	7.53	7.00	7.53	11.30	14.00	14.00	14.00

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.72	1.75	1.75	2.06	2.64	2.64	6.86	7.00	7.00	New Emp	10.29	14.00	14.00
2	1.75	1.75	1.75	2.10	2.64	2.64	6.99	7.00	7.00	10.49	14.00	14.00	14.00
3	1.80	1.75	1.80	2.16	2.64	2.64	7.19	7.00	7.19	10.79	14.00	14.00	14.00
4	1.84	1.75	1.84	2.21	2.64	2.64	7.36	7.00	7.36	11.04	14.00	14.00	14.00
5	1.96	1.75	1.96	2.36	2.64	2.64	7.86	7.00	7.86	11.79	14.00	14.00	14.00

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D)

Level	Afternoon			Permanent/Night			Saturday			Sunday*			
	12.50%	Award 06-Dec-99	15%	Award 06-Dec-99	15%	Award 06-Dec-99	50%	Award 06-Dec-99	50%	Award 06-Dec-99	75%	Award 06-Dec-99	
1	1.77	1.75	1.77	2.12	2.64	2.64	7.07	7.00	7.07	New Emp	10.60	14.00	14.00
2	1.80	1.75	1.80	2.16	2.64	2.64	7.20	7.00	7.20	10.80	14.00	14.00	14.00
3	1.85	1.75	1.85	2.22	2.64	2.64	7.41	7.00	7.41	11.11	14.00	14.00	14.00
4	1.90	1.75	1.90	2.27	2.64	2.64	7.58	7.00	7.58	11.37	14.00	14.00	14.00
5	2.02	1.75	2.02	2.43	2.64	2.64	8.09	7.00	8.09	12.14	14.00	14.00	14.00

*For new employees the rates payable for Sunday will be percentage rates (75% of hourly rate)

**SCHEDULE F—CRITERIA FOR ADVANCED SKILLS
ENROLLED NURSE**

Clause 11.1 (vii) of the Enrolled Nurses and Nursing Assistants Enterprise Agreement 1999.

In order to finalise the Minimum Rates Adjustment claim the parties agree to establish criteria for Advanced Skills Enrolled Nurse positions. This criteria will be used to identify positions at each health service/hospital. In the event that the parties are unable to agree the matter by April 2000 the matter will be referred for arbitration.

ROLE

The Advanced Skills Enrolled Nurse may be characterised by expert clinical specialisation, a resource for other staff, an adviser, involvement with special projects, management and development of less experienced staff. The Advanced Skills Enrolled Nurse works without direct supervision and may have organisation wide delegated responsibilities. They demonstrate leadership, management, planning and monitoring. The Advanced Skills Enrolled Nurse may have an area of designated responsibility based on specialities, for example, CSSD, wound care, continence.

DESCRIPTION

An Advanced Skills Enrolled Nurse is a position established by the health service based upon need and which satisfies the criteria.

An Enrolled Nurse can only be appointed to such a position on the basis of merit following the normal recruitment and selection process.

The Advanced Skills Enrolled Nurse is one who is required by the employer to take delegated responsibility for value added tasks that by the nature of the tasks are above those of enrolled nurses generally.

Other enrolled nurses may be required from time to time to perform functions identified as part of the Advanced Skills Enrolled Nurse position. However, the distinguishing characteristic is that the Advanced Skills Enrolled Nurse is

required to undertake those functions consistently in accordance with job related criteria.

The fact that a position involves "new" skills or highly technical skills does not necessarily make that position one that must be filled by an Advanced Skills Enrolled Nurse. The requirement to practice new skills or any other particular task or a class of tasks may reflect changes occurring generally to all levels of nursing care and treatment which is a general change in the overall standard of nursing. General changes to nursing care and standards do not justify the establishment of a position of an Advanced Skills Enrolled Nurse.

CRITERIA

1. The Advanced Skills Enrolled Nurse is required to undertake a range of extended nursing role functions that are not included in the pre-registration program, as varied from time to time.

The range of extended role and functions clearly and consistently sets the Advanced Skills Enrolled Nurse role apart from the role of the enrolled nurse. The Advanced Skills Enrolled Nurse position reflects an extended role that is distinguishable from the general enrolled nurse role in the same clinical area.

2. The Advanced Skills Enrolled Nurse position requires a higher skilled and more demanding role than expected of an enrolled nurse with substantial clinical experience (for example, a minimum of 5 years experience, including 3 years in the relevant clinical area would be desirable).

3. The Advanced Skills Enrolled Nurse may undertake similar tasks to other enrolled nurses but the level of delegated responsibility is higher than that of other enrolled nurses.

4. The range of extended nursing role functions for an Advanced Skills Enrolled Nurse may include, but not be limited to, one but not necessarily all, of the following activities—

- Clinical/Technical Tasks

The role requires the Advanced Skills Enrolled Nurse to consistently make reliable clinical assessments and

judgements and deliver care at an advanced level, consistent with the function of the enrolled nurse classification, including consistent performance of tasks which constitute an extended clinical role. This may also include being recognised as a resource person in the identified extended function.

- Administration Tasks

The role has delegated responsibility for administrative tasks such as the coordination and supervision of the activities of others and the management of resources.

- Project Responsibilities

The role has project responsibilities specifically allocated or delegated to the position.

- Responsibilities of Leadership and/or Coordination of an Activity

The emphasis in relation to this particular function is on leadership or coordination as opposed to participation. Examples could include leadership and coordination of quality programs and training programs.

EVALUATION & REVIEW

The parties will establish a State Steering Committee comprising representatives of the ALHMWU and the Government Health Industry, which will meet periodically as required. The Committee will evaluate and review the implementation of the agreed Criteria for Advanced Skills Enrolled Nurses, as outlined in this document, and if necessary, give advice on the implementation of those criteria.

