

LERWIN NURSING HOME AND ANMF ENTERPRISE AGREEMENT 2015

File No. 06006/2016B

This Agreement shall come into force on and from 24 November 2016 and have a life extending until 30 June 2018

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 24/11/2016.

A handwritten signature in black ink, appearing to read "P. G. McNeil", written over a white rectangular background.

COMMISSION MEMBER





Lerwin Nursing Home and ANMF Enterprise Agreement 2015

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PART 1: APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Enterprise Agreement shall be known as the Lerwin Nursing Home and ANMF Enterprise Agreement 2015.

1.2 PARTIES BOUND

This Agreement shall be binding on:

- Lerwin Nursing Home;
- Australian Nursing and Midwifery Federation (SA Branch); and
- All employees who are employed pursuant to 4.1 – Classifications of this Agreement and the Award.

1.3 PERIOD OF OPERATION

This Agreement comes into operation following certification from the South Australian Industrial Relations Commission. The period of operation will be from that date to 30 June 2018. This does not impact on the operation of clause 4.5 which provides for salary increases to apply from 1 July 2015.

1.4 EXTRA CLAIMS

For the life of this Agreement the Employer, Employees and the Union may not pursue any further claims relating to wages or conditions of employment whether dealt with in this Agreement or not.

1.5 RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with Nurses (South Australia Local Government Sector) Award ('the Award') as it applies at the time of signing of this Agreement, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

1.6 DEFINITIONS

1.6.1 'Agreement' means the Lerwin Nursing Home and ANMF Enterprise Agreement 2015.

1.6.2 'Association' means the Australian Nursing and Midwifery Federation (SA Branch)

1.6.3 'Act' means the Fair Work Act 1994.

1.6.4 'Award' means the Nurses (South Australian Local Government Sector) Award.

1.6.5 'Commission' means the South Australian Industrial Relations Commission.

1.6.6 'Consultation' means the process that will have regard to employee's interests in the formulation of plans that may have an impact upon them. It provides the opportunity to have their viewpoints heard, acknowledged and considered prior to decisions being implemented.

1.6.7 'Employee' means an employee engaged as a nurse as defined in the Award whose employment is subject to this Agreement.

1.6.8 'Employer' means Lerwin Nursing Home, a wholly owned and operated entity of the Rural City of Murray Bridge, located at Murray Bridge.

1.6.9 'Grossed Up' means as identified by the Australian Tax Office Rulings in relation to Fringe Benefits Tax Legislation and Salary Packaging Arrangements.

1.6.10 'Mutual Agreement' means an agreement between the Employer and an employee as provided for in this Agreement.

1.6.11 'Programmed day off' means the accrued entitlement to a paid day off duty.

1.6.12 'Rostered day off' means the normal unpaid days off duty provided for in accordance with a roster.

1.6.13 'Union' means the Australian Nursing and Midwifery Federation (SA Branch) known as the ANMF, an organisation of employees registered pursuant to the Act.

1.6.14 'ANMF Representative' means a Worksite Representative and/or ANMF Official.

1.7 OBJECTIVES

The objectives of the parties to this Agreement are:

1.7.1 Commitment to the provision of Quality Service Care to residents in accord with provisions of the Aged Care Act 1997 as amended from time to time and the Charter of Residents Rights.

1.7.2 The Agreement commits the Employer and its employees to achieve best practice standards in all aspects of the operations of the business, in meeting the Requirements of the Aged Care Act 1997, as amended in particular the Accreditation process and Care Standards.

1.7.3 The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The agreement recognises the important contribution of staff members to ensuring the Employer's future.

1.7.4 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

1.8 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

1.8.1 The Enterprise Agreement Consultative Committee (EACC) comprises:

- (i) up to four Employer representatives nominated by the Employer;
- (ii) up to four Employee representatives elected by Employees by ballot with the majority deciding the outcome; and
- (iii) external parties, as applicable or invited from time to time.

1.8.2 EACC shall have the responsibility to:

- (i) reach decisions through consensus that shall operate as recommendations to the parties they represent;
- (ii) meet at least six monthly, or earlier as required, to formally review and monitor the outcomes of the initiatives and changes arising from this Agreement;
- (iii) assist with the resolution of disputes arising out of the operation of this Agreement; and
- (iv) initiate negotiations for a subsequent Enterprise Agreement within three months prior to the expiry of this Agreement;

1.9 ACCESS TO AGREEMENT

The Employer shall provide a copy of this Agreement in the Lerwin Nursing Home staff room which is accessible to all employees.

PART 2: - CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATION AND COMMUNICATION

2.1.1 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.

2.1.2 The Employer recognises the Union as the representative of its members in the consultation process. It is acknowledged that Employee involvement in any decision making process that may impact on their employment is critical to the success of the organisation. The Employer is therefore committed to engage in timely and constructive consultative practices with all employees and the Union in accordance with the following guiding principles.

Consultation shall occur with Employees in a variety of ways which may include:

- 1) Workplace meetings;
- 2) Direct discussion with the relevant Manager.

Information will be distributed to Employees in a variety of ways which may include:

- 1) Staff newsletters;
- 2) Memos ;
- 3) Electronic communication;
- 4) Noticeboards;
- 5) Presentations and handouts from meetings and focus groups.

Should agreement around change about which there has been consultation not be reached, the parties agree that it may then be appropriate to utilise Clause 2.2 – Dispute Settlement Procedure of this agreement.

2.2 DISPUTE SETTLEMENT PROCEDURE

2.2.1 In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

2.2.2 A party to the dispute may appoint another person, organisation or Association to accompany or represent them in relation to the dispute.

2.2.3 If a dispute in relation to a matter arising under this Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the South Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to

hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

2.2.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

2.2.5 The Decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the Decision.

2.3 EMPLOYEE REPRESENTATION

2.3.1 Each employee shall be accorded by the Employer with a right to the representation of their choice in connection with performance and disciplinary procedures, resolution of workplace disputes and grievances and under the Dispute Settlement Procedure provided in this Agreement.

2.3.2 Representation by the ANMF on behalf of a relevant employee is not limited to representation by an elected Worksite Representative.

2.3.3 The Employer will make provision for elected Worksite Representatives to devote reasonable working time for:

2.3.3.1 involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances; and

2.3.3.2 participation in external dispute settlement procedures on behalf of relevant employees.

2.3.4 For the purpose of this clause 'relevant employees' means those employees who have chosen the ANMF or an elected Worksite Representative to represent them.

2.4 NOTICE BOARD

2.4.1 The employer shall provide room on a notice board for the purpose of the Union to post formal notices about matters pertaining to the employment relationship, including incidental, ancillary or machinery provisions and matters in connection with the operation and application of this Agreement.

2.4.2 All such notices shall be authorised by the ANMF.

2.4.3 Any notice deemed offensive by the employer may be removed.

PART 3: EMPLOYMENT RELATIONSHIP

3.1 EMPLOYMENT CATEGORIES

The following definitions refer to the employment categories to apply at Lerwin Nursing Home.

- 3.1.1** 'Full-time employee' is an employee who works an average of 38 hours per week.
- 3.1.2** 'Part-time employee' is an employee who works a regular pattern of hours which average less than 38 hours per week.
- 3.1.3** 'Casual employee' is an employee who is not a 'full-time' or 'part-time' casual' employee (as defined herein) who is engaged on an irregular basis.
- 3.1.4** 'Replacement employee' means one engaged on a written appointment for a specific period of time to replace a designated person.

3.2 CASUAL EMPLOYEES

- 3.2.1** Casual employees will be employed as required for supplementary labour force needs.
- 3.2.2** A casual employee will be paid the hourly rate as defined for the work performed plus a loading in lieu of annual leave and sick leave.
- 3.2.3** Casual employees are not entitled to payment for public holidays not worked.
- 3.2.4** Casual employees will not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

3.3 CASUAL CONVERSION

- 3.3.1** Where a casual employee who is regularly rostered, and would otherwise be regarded under Clause 3.4 as a permanent part time employee, Lerwin will request the Employee consider conversion to permanent part time.
- 3.3.2** In providing this offer in writing, Lerwin will detail the entitlements that apply to being a permanent part time employee, which will include the rate of pay to apply (minus the casual loading), annual and personal leave entitlements, and any other relevant information. Information will also be provided about conditions that will not apply if they remain a Casual employee (e.g. non retention of regular rostered hours, redundancy payments etc). The casual employee has up to 4 weeks to make a decision to accept the permanent part time employment status from the date of receiving the written offer of permanent part time status by responding to the employer in writing. There will be a 'grace' period of a further 2 months (up to 3 months in total from the

original date of receiving the written offer) for the casual employee to maintain their current rostered hours. Should the casual employee not accept permanent part time status, the employee is required to reject the offer in writing.

3.3.3 The parties agree that as a condition of this Agreement, an existing casual employee may elect not to be appointed as a permanent part time employee and may retain their existing casual arrangements in terms of rate of pay and regularity of actual rostered hours for a minimum of 3 months from the date of offer as per sub clause 3.3.2 above. It is acknowledged these employees will have access to notice of termination as provided by Termination clause 19 but not to redundancy (severance) benefits under Redundancy clause 20. However, post 3 months all parties agree that Lerwin may reduce or change the employee's rostered hours by providing 4 weeks written notice.

3.3.4 Should an employee choose to retain their casual employment status (as per sub clause 3.3.2 above), Lerwin will formally advise them of their conditions, e.g.; retain regular rostered hours for a minimum of 3 months, retain the casual loading, continuity of service and Long Service Leave, no 'paid' annual or personal leave entitlements and the difference between that of a casual and a part-time employee.

3.4 PART-TIME EMPLOYEES

3.4.1 Part-time employees are employees who work a regular pattern of hours which average less than 76 hours per fortnight.

3.4.2 Before commencing part-time employment, the employee and the Employer must agree upon the hours to be worked by the employee and the rostering arrangements which will apply to those hours.

3.4.3 Any hours worked by an employee to replace another employee on a temporary basis and such hours are in addition to those for which the employee is normally rostered will not be taken into account.

3.4.4 Employees may work additional hours in excess to their minimum contracted hours by mutual agreement with the Employer, however, these additional hours will not be considered as a permanent allocation.

3.4.5 Calculation of wage related entitlements such as annual leave, sick leave, carers leave, redundancy, etc. will be based on the part time employee's actual hours worked over the previous 12 months, or from commencement of employment for those employees that have worked less than twelve (12) months.

3.4.6 All authorised additional time worked in excess of fixed part time hours-will accrue additional leave entitlements for those hours.

3.5 SECONDARY EMPLOYMENT

3.5.1 At any time where an employee wishes to engage in alternative or supplementary employment, they must complete an Application to Engage in Secondary Employment Form and gain approval from the Employer to undertake such engagements.

3.5.2 New employees are required to notify the Employer of their work commitments to an alternative employer at the time of an offer of employment with the Employer. The provisions of 3.5.1 herein shall apply.

3.5.3 Employees are responsible to keep the Employer informed of any changes to their secondary employment arrangements.

3.6 ADDITIONAL SHIFTS/RECRUITMENT

3.6.1 Where permanent or relief shifts become available expressions of interest will be called for in the first instance to provide an opportunity for existing employees to apply.

3.6.2 This clause does not restrict the Employer from employing a new employee or allocating an available shift to any employee, if in the opinion of the Employer, the decision is in the best interests of Lerwin Nursing Home.

PART 4 – CLASSIFICATIONS, RATES OF PAY AND RELATED MATTERS

4.1 CLASSIFICATIONS

4.1.1 The following classifications are as defined in the Award.

- 1) Enrolled Nurse (EN)
- 2) Registered Nurse (RN)
- 3) Registered Nurse level 1 (RN1)
- 4) Registered Nurse level 2 (RN2)
- 5) Registered Nurse level 3 (RN3)
- 6) Registered Nurse level 4 (RN4)
- 7) Registered Nurse level 5 (RN5)

4.1.2 Additional classifications as set out below relate to the achievement of further formal qualifications as approved and required by the Employer.

4.1.2.1 Enrolled Nurse (Certificate) (ENC)

An Enrolled Nurse who holds a relevant Certificate qualification will be paid at the relevant pay point as prescribed in the seven (7) pay points for Enrolled Nurse (Certificate) shown at Appendix 1 herein.

4.1.2.3 The pay points that apply to an END shall be based on the pay points that apply to an EN in accordance with the classification criteria prescribed in the Award and includes holding a Diploma qualification.

4.1.2.4 Care Coordinator

A classification of Care Coordinator applies to an Enrolled Nurse employed to supervise an area of the Home on weekday, early shifts. An EN undertaking these duties will be paid an allowance of \$1.26 per hour indexed to reflect salary increases negotiated under this and future Enterprise Agreements.

4.2 ALLOWANCES FOR ADDITIONAL QUALIFICATIONS

4.2.1 Allowances for Additional Qualifications

4.2.1.1 An allowance shall be paid at the rate of 3.5% calculated on Registered Nurse Level 1 Year 10 and Enrolled Nurse with Diploma Year 7 on the achievement of specific qualifications. Specific rates and eligibility criteria are set out in Appendix 2.

4.2.1.2 An Enrolled Nurse (Advanced Diploma) (ENAD) is an employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a RN, as regulated by the Australian Health Practitioners Regulation Authority (or successor registration authority) and holds a current Advanced Diploma. An allowance shall be paid to an ENAD

in accordance with the relevant qualification achieved as specified at Appendix 2.

4.2.2 Nurse In Charge

A Registered Nurse Level 1 or Level 2 directed by the employer to take charge of a health unit on a Saturday, Sunday, Public Holiday or between the hours of 6:00pm and 8:00am on any day will be paid an allowance to bring the employee's substantive rate of pay per hour to that of a Registered Nurse Level 2, second year of service.

Should the nurse be an Enrolled Nurse due to no Registered Nurse being available, an allowance of \$20 per shift shall be paid.

4.3 TRANSITION FROM PERSONAL CARE ASSISTANT (PCA)

4.3.1 A PCA who has attained registration with AHPRA will be granted a period of not more than three months from the time they attain their registration as EN or RN to remain on the PCA roster. During this time, they may apply for a position as an Enrolled Nurse or Registered Nurse however such placement shall be entirely at the discretion of the Employer in accordance with operational needs.

4.3.2 All Award conditions specifically related to employment as a PCA shall cease from the date of registration as an END with AHPRA.

4.4 PAYMENT OF SALARIES

4.4.1 Salaries will be paid fortnightly.

4.4.2 Upon termination of the employment, salaries due to an employee will be paid to the employee in the next payroll cycle.

4.4.3 The Employer will provide each employee in a written form at the time when salaries are paid, particulars as required by legislation.

4.5 SALARY INCREASES

4.5.1 Upon approval of the Agreement by the Commission, the Employer agrees to award the following salary increases:

(a) First Pay Increase
3.% effective from the first full pay period after 1 July 2015.

(b) Second Pay Increase
2.5% effective from the first full pay period after 1 July 2016

(c) Third Pay Increase
2.5% effective from the first full pay period after 1 July 2017

- 4.5.2 Further pay increases of 1% in each of the second and third years are available subject to attainment of the following performance indicators:

An increase in ACFI funding to \$165/resident/day (from the current \$156/day) by 30 June 2016 and a further increase to \$180/day by 30 June 2017.

Assessment of performance against these indicators will occur on 31 December 2016 (with back pay applying to the first full pay period after 1 July 2016) and 30 June 2017 respectively. Consideration will be given to payment of some proportion of the 1% should significant progress be made towards attaining the KPIs whilst not meeting the target.

- 4.5.3 A salary schedule containing the rates of pay that apply under this Agreement is attached at Schedule 1.

4.6 SUPERANNUATION

Occupational Superannuation contributions will be paid by the Employer on behalf of the employee into a fund nominated by the employee. If the employee does not nominate their choice, the default fund shall be HESTA (Health Employees Superannuation Trust Australia) which complies with the Australian Government's Operational Standards for Occupational Superannuation Funds.

4.7 SALARY PACKAGING

- 4.7.1 By agreement between the Employer and the employee, the employee can elect to package his/her gross salary.

- 4.7.2 The parties agree that packaging arrangements will be implemented on the following basis.

4.7.2.1 The parties shall agree to the items capable of being included in the salary package in accordance with the Australian Taxation Rules and the Employer's Policy.

4.7.2.2 The employee's substantive gross salary for all purposes including, but not limited to, Employer contribution superannuation, annual leave, annual leave loading, enterprise bargaining payments and increases, and long service leave, shall be the pre-sacrificing salary.

4.7.2.3 The parties shall agree that the introduction of salary packaging will not result in additional cost to the Employer, including Fringe Benefits Tax.

4.8 INCREMENTAL PROGRESSION

The parties to the Agreement agree that the provisions for Incremental progression for employees who work less than full-time are set out below:

- 4.8.1** Employees shall be entitled to increments for service in their respective Classification Level following the completion of 1820 actual ordinary hours of work.
- 4.8.2** Progression to the next applicable increment can not occur earlier than twelve (12) months at the previous or existing increment.

PART 5 - HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

5.1 ORDINARY HOURS OF WORK

- 5.1.1** The maximum ordinary hours of work will be 8 hours per day (10 hours by agreement) and an average of 38 per week, to be worked according to a roster.

5.2 HOURS OF WORK AND SHIFT PROVISIONS

- 5.2.1** The parties accept that critical requirements for effective service provision by the organisation are flexible work conditions and hours of work to meet its needs, particularly considering resident care levels and funding which is commensurate with the level of resident care to be provided.
- 5.2.2** The maximum daily ordinary rostered 8 hours may, by mutual agreement between the Employer and an employee be up to a total of 10 hours per shift at the ordinary rate of pay.
- 5.2.3** The minimum engagement for employees working a rostered shift will be three (3) hours.
- 5.2.4** The minimum engagement for employees attending compulsory meetings and compulsory education meetings will be a minimum of two (2) hours paid at the ordinary rate except where a period of training is continuous with a rostered shift.
- 5.2.5** Payment to attend non-compulsory meetings and education activities shall be paid for the period of attendance, ie no minimum payment shall apply.
- 5.2.6** The provisions related to broken shift penalty payments (pursuant to 5.3.4 herein) shall not apply to employees attending all education activities.
- 5.2.7** Payment to attend meetings and education activities as prescribed herein shall not include payment for travel time.

5.3 SHIFT WORK

5.3.1 Definitions

In this Agreement:

- 5.3.1(a) Afternoon shift** means a complete rostered shift commencing not earlier than 12.00 noon and finishing after 6.00 p.m. on the day of the shift.
- 5.3.1(b) Night shift** means a complete rostered shift worked between the hours of 6.00 p.m. and 7.30 a.m.

5.3.2 Penalty rates

All employees, with the exception of RN4 and RN5, are to be paid the following penalty rates when working on shifts:

- 5.3.2(a)** For all ordinary time worked on an afternoon shift Monday to Friday inclusive: 12.5%.
- 5.3.2(b)** For all ordinary time worked on night shift Monday to Friday inclusive: 20%.
- 5.3.2(c)** For all ordinary time worked between midnight Friday and midnight Saturday: 50%.
- 5.3.2(d)** For all ordinary time worked between midnight Saturday and midnight Sunday: 75%.

5.3.3 The additional payments specified above will not form part of an employee's ordinary pay for the purposes of this Agreement. The rates in 5.3.2 (c) and 5.3.2 (d) are in substitution of and not cumulative upon the rates prescribed in 5.3.2 (a) and 5.3.2 (b)

5.3.4 Broken shifts

5.3.4.1 No broken shifts will be worked for the period of this agreement.

5.3.5 Transport

If an employee is required to work overtime and finishes work at a time when normal means of transport are not available, the Employer will provide such employee with the cost of a conveyance to the employee's home. This will not apply where a conveyance is provided by the Employer at the Employer's cost.

5.3.7 Daylight saving

5.3.7.1 Despite anything contained elsewhere in this Agreement, in any area where by reason of the *Daylight Saving Act, 1971*, South Australian Summer Time is prescribed as being in advance of South Australian Standard Time, the length of any shift:

5.3.7.1 (a) commencing before the time prescribed by the said Act for the commencement of a South Australian Summer Time period; and

5.3.7.1 (b) commencing on or before the time prescribed by the said Act for the termination of a South Australian Summer Time period:

will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the said Act.

5.3.7.2 The expression South Australian Summer Time and South Australian Standard Time will bear the same meaning as are prescribed by the said Act.

5.4 RECALLS AND CALLOUTS

5.4.1 Recalls/Extension to shift

5.4.1 (a) An employee who is recalled to work after leaving the place of employment will be paid for a minimum of three hours work at the applicable overtime rate, provided that an employee is not required to work the full three hours if the work is completed in a shorter period.

5.4.1 (b) Clause 5.4.1 (a) does not apply when a shift is extended and is continuous (subject to a reasonable meal break) with either commencement or completion of ordinary working time, ie called into work earlier than the rostered shift or requested to extend the shift to a maximum of ten hours.

5.4.1 (c) Time worked in the circumstances of this sub-clause is not regarded as overtime for the purpose of the eight hour break provisions in the Award unless the actual time worked is more than the minimum of three hours on such recall or extended shift.

5.4.2 Callouts

5.4.2 (a) An employee called to work without notice on the employees programmed day off will be paid overtime in accordance with this

clause and is not entitled to substitute another day for the programmed day off.

5.4.2 (b) Where a full-time employee has been given prior notice (such notice to be given as soon as practicable) that the employee will be required to work on a programmed day off due to an emergency, the employee will be paid at ordinary time for that day and a substitute day off will be granted.

5.4.2 (c) Time worked in the circumstances of this sub-clause is not regarded as overtime for the purpose of the eight hour break provisions in the Award unless the actual time worked is more than a minimum of three hours on such callouts.

5.5 OVERTIME

5.5.1 All employees, with the exception of RN4 and RN5, are paid at overtime rates for any authorised work in excess of eight (or ten by agreement) ordinary working hours of a full-time employee or rostered hours set out in clause 5.1 - Ordinary hours of work. The overtime rates are as follows:

5.5.1(a) Monday to Friday inclusive, is paid at the rate of 150% for the first three hours, and 200% thereafter until the completion of the overtime worked.

5.5.1(b) Saturday and Sunday, is paid at the rate of 200% for all time worked.

5.5.2 Each day shall stand alone when calculating overtime.

5.6 MEAL BREAKS

5.6.1 On a shift of 5 hours or more, employees will have an unpaid meal break of not less than 30 minutes, free of all duty. Meal breaks are not regarded as working time.

5.6.2 One tea break of not less than ten minutes per four hour shift which will be counted as time worked. For shifts of 8 hours or more, two ten minute tea breaks shall be taken. By agreement, the two ten minute tea breaks may be taken as 1 twenty minute tea break.

5.6.3 When an employee is interrupted during a meal break by a call to duty, the extent of the interruption will be counted as time worked and the employee will be allowed to continue such meal break as soon as practicable. Should it be impracticable for the employee to complete such meal break during the remainder of the ordinary working hours, the employee will receive the appropriate overtime pay for the time so worked.

PART 6: LEAVE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

6.1.1 Entitlement to annual leave

Annual leave shall accrue at the rate of five weeks per year. The entitlement will apply subject to the following provisions:

6.1.1 (a) No variations to existing shifts will occur unless a vacancy becomes available;

6.1.1 (b) The current practice of the Employer regarding a Nurse working no more than six (6) straight days (shifts) will continue; and

6.1.1 (c) The current practice of the Employer of only rostering Nurses over six (6) days of the week with one identified day accepted as never to be worked, will continue.

6.1.2 Annual Leave should be taken in the year accrued. Variations may only occur by mutual agreement between the Employer and the employee where special circumstances exist.

6.1.3 Up to five single days of leave may be taken in a year of service. The balance of accrued leave is to be taken in blocks of at least of one week duration unless there is mutual agreement between the Employer and the employee and special circumstances exist.

6.1.4 Payment for annual leave

6.1.4 (a) Before going on annual leave an employee may request to be paid in advance the amount of wages they would have received in respect of ordinary time worked had they not been on leave during that period.

6.1.4(b) Annual Leave will be paid at the relevant rate of pay provided by this Agreement.

6.1.5 Public Holidays on annual leave

6.1.5.1 Where a public holiday falls during an employee's period of annual leave, the period of leave will be increased by one day for each public holiday, if:

(a) the holiday is observed on a day which the employee would have normally been working; and

(b) the employee commences work at the employee's ordinary starting time on the employee's working day immediately

following the last day of the employee's annual leave, or provides proof of reasonable cause for absence on that day.

6.1.5.2 Annual Leave shall not be approved for a single day on a Public Holiday.

6.1.6 Annual leave Loading

An employee is entitled to payment of a loading as follows:

A loading of 17.5% computed on the normal rate of pay for the classification of the employee at the commencement of such leave; or the weekend and shift penalties the employee would have received had the employee not been on leave during the relevant period; whichever is the greater.

Annual leave loading payment is payable on leave accrued in accordance with this clause.

6.2 PERSONAL LEAVE (SICK LEAVE AND CARERS LEAVE)

6.2.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. Leave entitlements of casual employees are as provided for in the Award.

6.2.2 For the purposes of this Agreement, the following definitions shall apply:

6.2.2.1 'Immediate family' means the following:

- (a) a spouse or domestic partner;
- (b) a child;
- (c) a parent;
- (d) any other member of the person's household;
- (e) any other person who is dependent on the person's care;

6.2.2.2 'Domestic partner' means a person who is a domestic partner within the meaning of the Family Relationships Act 1975, whether declared as such under that Act or not.

6.2.3 An employee must as soon as is reasonably practicable, in advance of the next rostered shift and during the ordinary hours of the first day or shift of such absence, inform the Employer of their inability to attend for duty.

6.2.4 When taking leave for personal illness or injury, the employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration that the employee was unable to work because of injury or personal illness.

6.2.5 However, unless required by the Employer, up to two days of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence;

6.3 PARENTAL LEAVE

6.3.1 Two weeks paid parental leave shall be available to eligible employees. All other provisions shall be in accordance with the Award.

6.3.2 The Employer shall administer parental leave payments made to employees in accordance with federal legislation.

6.4 OTHER LEAVE

Managers may authorise any reasonable request for paid or unpaid leave including bereavement, maternity, special leave and other leave in addition to personal leave allocations, subject to being satisfied that any request is legitimate prior to granting approval and any potential impact on the activities of the Employer.

6.5 PUBLIC HOLIDAYS

6.5.1 Public holidays shall be as prescribed by the Public Holidays Act and any other day which by proclamation or Act of Parliament may be declared a public holiday or any other day which may be substituted for any such day.

6.5.2 Payment and entitlements

6.5.2(a) Employees (other than casual employees) are entitled to public holidays as provided for in 6.5.1 without loss of pay.

6.5.2(b) Employees (other than casual employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rates of pay as if they had worked their normal number of hours on that day.

6.5.2(c) Employees (other than casual employees) will be paid an additional 150% of the appropriate rate based on the ordinary hourly rate as defined, for actual hours worked, on the public holidays as prescribed in 7.6.1.

6.5.2(d) Casual employees

6.5.2(d) (i) Ordinary time worked on any public holiday will be paid at the rate (inclusive of casual loading) of 175% of their ordinary hourly rate of pay

6.5.2(d)(ii) All time worked on any public holiday in excess of the ordinary daily hours as prescribed in Clause 6.1 - Ordinary hours will be paid at the rate (inclusive of casual loading) of 275% of their ordinary hourly rate of pay.

6.5.2(e) Payment for work performed by full-time or part-time employees on 25 December when Christmas Day falls on a Saturday or Sunday.

6.5.2(e) (i) This clause applies when Christmas Day falls on a Saturday or Sunday and a substitute public holiday has been proclaimed.

- 6.5.2(e) (ii)** An employee who works on 25 December shall be paid an additional 150% of the ordinary rate for the actual hours worked on that date. This payment is in substitution of other penalties that would usually apply to Saturday work.
- 6.5.2(e) (iii)** The provisions of clause 6.5.2 - Payment and entitlements - will apply in relation to a substitute public holiday.
- 6.5.2(e) (iv)** An employee who is rostered to work on both 25 December and the substitute public holiday shall be paid in accordance with sub-clause (ii) and (iii) of this clause provided that such an employee may elect to be paid at ordinary time rates for work on that substitute public holiday and take an additional day off work at a time convenient to the Employer.

PART 7 – MISCELLANEOUS

7.1 WORK HEALTH & SAFETY

The parties agree that adherence to work health and safety legislation, aged care legislation and standards, work health and safety policies, guidelines and procedures is critical for the Employer, all employees and the residents of the Lerwin Nursing Home. The following principles shall apply:

- The Employer is committed to ensuring that the workplace protects employees and other persons against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work; and
- Employees are committed to working safely and to share the responsibility of maintaining a safe working environment that protects themselves and others in the workplace.

7.2 SAFE STAFFING LEVELS & SKILL MIX

7.2.1 Staffing levels and skills mix should be driven primarily by the need to achieve optimal health and quality of life outcomes for, and meet the needs of, people requiring or in receipt of aged care services.

7.2.2 In determining staffing levels and skills mix, the following variables need to be taken into consideration:

- the resident or client profile and their nursing/health care needs;
- palliative care;
- the complexity of care required, including factors such as: frailty or dementia;
- the location of the facility or service, whether metropolitan rural or remote; and
- the nature of the care provided, whether short or long term, rehabilitative or the type and design of the facility or the focus of the service.

7.2.3 The level of staffing and the skills mix of staff must enable Lerwin Nursing Home and staff to meet their duty of care responsibilities in providing quality care to people requiring or in receipt of aged care services, especially special needs groups such as those requiring dementia care, palliative care or complex nursing care.

7.2.4 The level of staffing and the skills mix of staff must also enable Lerwin Nursing Home to meet their responsibilities under occupational health and safety legislation and must aim for the promotion of a safe and healthy workplace.

7.2.5 To meet optimal health and quality of life outcomes at an individual and service level, Lerwin Nursing Home will establish a process for determining staffing levels and skills mix, which provides flexibility at the local level to respond in a timely manner to changes in the care needs of residents in the

facilities and clients in the community; and which also takes into consideration work and life balance for staff and gives priority to permanent employment.

7.2.6 The level of staffing and the skills mix of staff should be regularly reviewed and adjusted at the local level with staff allocated/rostered according to the resident or client profile and any other changing service variable. Consultation with staff and the Unions must occur when changes to the level of staffing and the skills mix of staff have an impact on staff working conditions or to their work and family balance.

7.2.7 Lerwin Nursing Home will ensure that all staff have the necessary skills for them to be able to perform the role required of them or facilitate access to suitable training for the acquisition of such skills. All staff should have, or undertake, a basic qualification or equivalent experience for entry to work in the sector and be provided with opportunities for further education and professional development. This is an essential component of continuous quality improvement and the provision of quality care.¹

7.3 PERFORMANCE MANAGEMENT

The Employer shall follow the principles and process of managing employee performance and disciplinary matters as outlined in the Employer's Performance Management Policy and Procedure and Code of Conduct for Employees.

7.4 FAIR TREATMENT IN THE WORKPLACE

The employer recognises that everybody has the right to be treated with respect and dignity whilst at work and will follow the principles and processes of managing workplace behaviour in accordance with the Employer's Fair Treatment in the Workplace Policy and Guidelines and Code of Conduct for Employees.

7.5 STAFF DEVELOPMENT

7.5.1 Full time RNs and ENs will be able to seek approval for one (1) day paid leave to complete Education / Development relevant to the nature of their role and activities of The Rural City of Murray Bridge.

7.5.2 Part time RNs and ENs working an average of greater than twenty (20) hours per week will be able to seek approval of leave pro rata, paid to complete Education / Development relevant to the nature of their role and activities of The Rural City of Murray Bridge.

7.5.3 Professional Education leave is non-cumulative.

¹ Certain work systems require RN's and EN's to delegate work eg. PCA's

PART 8 – WORKSITE REPRESENTATIVES RECOGNITION AND TRAINING

8.1 RECOGNITION OF WORKSITE REPRESENTATIVES

- 8.1.1** An employee elected as an ANMF Worksite Representative will, upon notification to the employer, be recognised as an accredited representative of the Union. An accredited Worksite Representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employers' representative on industrial matters affecting employees whom they represent.
- 8.1.2** Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the ANMF.

8.2 TRADE UNION TRAINING LEAVE

- 8.2.1** A maximum of five full days per year shall be allowed for employees who are members of the Australian Nursing and Midwifery Federation (SA Branch) and elected as a Worksite Representative to attend Trade Union Training,. A minimum of fourteen (14) days notice will be given to the employer.
- 8.2.2** All applications for leave must be made in writing detailing:
- the name of the employee seeking leave
 - period of time for which leave is sought
 - title and description
 - the place or places where the said course will be held
- 8.2.3** Should a programmed day off fall during an employee's attendance at a course, a day off in lieu of that day will be granted.
- 8.2.4** Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 8.2.5** Each employee on leave approved in accordance with this clause, shall be paid the rate they would otherwise have received in attendance at work.
- 8.2.6** All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 8.2.7** An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- 8.2.8** In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the Dispute Settlement Procedures of the Agreement.

PART 9 – SIGNATORIES

SIGNED ON BEHALF OF THE EMPLOYER

.....
Signature

.....
Date

.....
Name in Full

.....
Position

.....
Address

.....
Witness

.....
Witness Name in Full

SIGNED ON BEHALF OF THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION

.....
Signature

.....
Date

.....
Name in Full

.....
Position

.....
Address

.....
Witness

.....
Witness Name in full

LERWIN NURSING HOME
SALARY SCHEDULE
2015-2017

Classification	2015 Salary Increase			2016 Salary Increase						2017 Salary Increase					
	Current	3% FFPP after 1 July 2015	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2016	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2017	Hourly Rate
RN LEVEL 1															
Year 1	\$46,543.52	\$47,939.83	\$24.26	\$49,138.32	\$24.87	\$479.40	\$0.24	\$49,617.72	\$25.11	\$50,858.16	\$25.74	\$496.18	\$0.25	\$51,354.34	\$25.99
Year 2	\$48,781.54	\$50,244.99	\$25.43	\$51,501.11	\$26.06	\$502.45	\$0.25	\$52,003.56	\$26.32	\$53,303.65	\$26.98	\$520.04	\$0.26	\$53,823.69	\$27.24
Year 3	\$51,099.60	\$52,632.59	\$26.64	\$53,948.40	\$27.30	\$526.33	\$0.27	\$54,474.73	\$27.57	\$55,836.60	\$28.26	\$544.75	\$0.28	\$56,381.34	\$28.53
Year 4	\$53,399.77	\$55,001.76	\$27.83	\$56,376.81	\$28.53	\$550.02	\$0.28	\$56,926.82	\$28.81	\$58,350.00	\$29.53	\$569.27	\$0.29	\$58,919.26	\$29.82
Year 5	\$55,685.18	\$57,355.74	\$29.03	\$58,789.63	\$29.75	\$573.56	\$0.29	\$59,363.19	\$30.04	\$60,847.27	\$30.79	\$593.63	\$0.30	\$61,440.90	\$31.09
Year 6	\$57,971.65	\$59,710.80	\$30.22	\$61,203.57	\$30.97	\$597.11	\$0.30	\$61,800.68	\$31.28	\$63,345.69	\$32.06	\$618.01	\$0.31	\$63,963.70	\$32.37
Year 7	\$60,259.18	\$62,066.96	\$31.41	\$63,618.63	\$32.20	\$620.67	\$0.31	\$64,239.30	\$32.51	\$65,845.28	\$33.32	\$642.39	\$0.33	\$66,487.67	\$33.65
Year 8	\$62,541.43	\$64,417.67	\$32.60	\$66,028.11	\$33.42	\$644.18	\$0.33	\$66,672.29	\$33.74	\$68,339.10	\$34.58	\$666.72	\$0.34	\$69,005.82	\$34.92
Year 9	\$63,802.10	\$65,716.16	\$33.26	\$67,359.07	\$34.09	\$657.16	\$0.33	\$68,016.23	\$34.42	\$69,716.63	\$35.28	\$680.16	\$0.34	\$70,396.80	\$35.63
Year 10	\$65,078.14	\$67,030.49	\$33.92	\$68,706.25	\$34.77	\$670.30	\$0.34	\$69,376.55	\$35.11	\$71,110.97	\$35.99	\$693.77	\$0.35	\$71,804.73	\$36.34
RN LEVEL 2															
Year 1	\$64,827.90	\$66,772.74	\$33.79	\$68,442.06	\$34.64	\$667.73	\$0.34	\$69,109.78	\$34.97	\$70,837.53	\$35.85	\$691.10	\$0.35	\$71,528.63	\$36.20
Year 2	\$66,352.92	\$68,343.51	\$34.59	\$70,052.10	\$35.45	\$683.44	\$0.35	\$70,735.53	\$35.80	\$72,503.92	\$36.69	\$707.36	\$0.36	\$73,211.27	\$37.05
Year 3	\$67,876.88	\$69,913.19	\$35.38	\$71,661.02	\$36.27	\$699.13	\$0.35	\$72,360.15	\$36.62	\$74,169.15	\$37.53	\$723.60	\$0.37	\$74,892.75	\$37.90
Year 4	\$69,401.90	\$71,483.96	\$36.18	\$73,271.06	\$37.08	\$714.84	\$0.36	\$73,985.90	\$37.44	\$75,835.54	\$38.38	\$739.86	\$0.37	\$76,575.40	\$38.75
RN LEVEL 3															
Year 1	\$72,259.19	\$74,426.97	\$37.67	\$76,287.64	\$38.61	\$744.27	\$0.38	\$77,031.91	\$38.98	\$78,957.71	\$39.96	\$770.32	\$0.39	\$79,728.03	\$40.35
Year 2	\$73,970.62	\$76,189.74	\$38.56	\$78,094.48	\$39.52	\$761.90	\$0.39	\$78,856.38	\$39.91	\$80,827.79	\$40.90	\$788.56	\$0.40	\$81,616.35	\$41.30
Year 3	\$75,687.32	\$77,957.94	\$39.45	\$79,906.89	\$40.44	\$779.58	\$0.39	\$80,686.47	\$40.83	\$82,703.63	\$41.85	\$806.86	\$0.41	\$83,510.49	\$42.26
Year 4+	\$77,402.96	\$79,725.05	\$40.35	\$81,718.18	\$41.36	\$797.25	\$0.40	\$82,515.43	\$41.76	\$84,578.31	\$42.80	\$825.15	\$0.42	\$85,403.47	\$43.22

Classification	2015 Salary Increase			2016 Salary Increase						2017 Salary Increase					
	Current	3% FFPP after 1 July 2015	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2016	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2017	Hourly Rate
RN LEVEL 4															
Grade 1	\$81,785.28	\$84,238.84	\$42.63	\$86,344.81	\$43.70	\$842.39	\$0.43	\$87,187.20	\$44.12	\$89,366.88	\$45.23	\$871.87	\$0.44	\$90,238.75	\$45.67
Grade 2	\$85,595.71	\$88,163.58	\$44.62	\$90,367.67	\$45.73	\$881.64	\$0.45	\$91,249.31	\$46.18	\$93,530.54	\$47.33	\$912.49	\$0.46	\$94,443.03	\$47.80
Grade 3+	\$93,213.41	\$96,009.81	\$48.59	\$98,410.06	\$49.80	\$960.10	\$0.49	\$99,370.16	\$50.29	\$101,854.41	\$51.55	\$993.70	\$0.50	\$102,848.11	\$52.05
RN LEVEL 5															
Grade 1	\$86,544.63	\$89,140.97	\$45.11	\$91,369.49	\$46.24	\$891.41	\$0.45	\$92,260.90	\$46.69	\$94,567.43	\$47.86	\$922.61	\$0.47	\$95,490.03	\$48.32
Grade 2	\$92,259.23	\$95,027.01	\$48.09	\$97,402.68	\$49.29	\$950.27	\$0.48	\$98,352.95	\$49.77	\$100,811.78	\$51.02	\$983.53	\$0.50	\$101,795.31	\$51.52
Grade 3	\$99,881.14	\$102,877.57	\$52.06	\$105,449.51	\$53.37	\$1,028.78	\$0.52	\$106,478.29	\$53.89	\$109,140.25	\$55.23	\$1,064.78	\$0.54	\$110,205.03	\$55.77
Grade 4	\$107,499.90	\$110,724.90	\$56.03	\$113,493.02	\$57.44	\$1,107.25	\$0.56	\$114,600.27	\$58.00	\$117,465.28	\$59.45	\$1,146.00	\$0.58	\$118,611.28	\$60.03
Grade 5	\$120,833.26	\$124,458.26	\$62.98	\$127,569.71	\$64.56	\$1,244.58	\$0.63	\$128,814.30	\$65.19	\$132,034.65	\$66.82	\$1,288.14	\$0.65	\$133,322.80	\$67.47
Grade 6,	\$134,169.77	\$138,194.86	\$69.94	\$141,649.73	\$71.69	\$1,381.95	\$0.70	\$143,031.68	\$72.38	\$146,607.48	\$74.19	\$1,430.32	\$0.72	\$148,037.79	\$74.92

Classification	2015 Salary Increase			2016 Salary Increase						2017 Salary Increase					
	Current	3% FFPP after 1 July 2015	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2016	Hourly Rate	2.50% FFPP after 1 July 2016	Hourly Rate	1.00% Additional	Hourly Rate	Full 3.5% FFPP after 1 July 2017	Hourly Rate
EN WITH CERT															
Student <21	\$28,220.16	\$29,066.76	\$14.71	\$29,793.43	\$15.08	\$290.67	\$0.15	\$30,084.10	\$15.22	\$30,836.20	\$15.61	\$300.84	\$0.15	\$31,137.05	\$15.76
Student >21	\$32,925.80	\$33,913.57	\$17.16	\$34,761.41	\$17.59	\$339.14	\$0.17	\$35,100.55	\$17.76	\$35,978.06	\$18.21	\$351.01	\$0.18	\$36,329.07	\$18.39
Y1	\$42,428.71	\$43,701.57	\$22.12	\$44,794.11	\$22.67	\$437.02	\$0.22	\$45,231.13	\$22.89	\$46,361.90	\$23.46	\$452.31	\$0.23	\$46,814.22	\$23.69
Y2	\$43,341.83	\$44,642.08	\$22.59	\$45,758.14	\$23.16	\$446.42	\$0.23	\$46,204.56	\$23.38	\$47,359.67	\$23.97	\$462.05	\$0.23	\$47,821.72	\$24.20
Y3	\$44,257.05	\$45,584.76	\$23.07	\$46,724.38	\$23.65	\$455.85	\$0.23	\$47,180.23	\$23.88	\$48,359.73	\$24.47	\$471.80	\$0.24	\$48,831.54	\$24.71
Y4	\$45,170.16	\$46,525.26	\$23.55	\$47,688.40	\$24.13	\$465.25	\$0.24	\$48,153.65	\$24.37	\$49,357.49	\$24.98	\$481.54	\$0.24	\$49,839.03	\$25.22
Y5	\$46,083.27	\$47,465.77	\$24.02	\$48,652.41	\$24.62	\$474.66	\$0.24	\$49,127.07	\$24.86	\$50,355.25	\$25.48	\$491.27	\$0.25	\$50,846.52	\$25.73
Y6	\$46,996.39	\$48,406.28	\$24.50	\$49,616.44	\$25.11	\$484.06	\$0.24	\$50,100.50	\$25.35	\$51,353.01	\$25.99	\$501.01	\$0.25	\$51,854.02	\$26.24
Y7+	\$47,910.55	\$49,347.87	\$24.97	\$50,581.56	\$25.60	\$493.48	\$0.25	\$51,075.04	\$25.85	\$52,351.92	\$26.49	\$510.75	\$0.26	\$52,862.67	\$26.75
EN WITH DIPLOMA															
Y1	\$43,913.71	\$45,231.12	\$22.89	\$46,361.90	\$23.46	\$452.31	\$0.23	\$46,814.21	\$23.69	\$47,984.57	\$24.28	\$468.14	\$0.24	\$48,452.71	\$24.52
Y2	\$44,859.47	\$46,205.25	\$23.38	\$47,360.39	\$23.97	\$462.05	\$0.23	\$47,822.44	\$24.20	\$49,018.00	\$24.81	\$478.22	\$0.24	\$49,496.22	\$25.05
Y3	\$45,805.23	\$47,179.39	\$23.88	\$48,358.87	\$24.47	\$471.79	\$0.24	\$48,830.67	\$24.71	\$50,051.43	\$25.33	\$488.31	\$0.25	\$50,539.74	\$25.58
Y4	\$46,749.94	\$48,152.44	\$24.37	\$49,356.25	\$24.98	\$481.52	\$0.24	\$49,837.77	\$25.22	\$51,083.72	\$25.85	\$498.38	\$0.25	\$51,582.10	\$26.10
Y5	\$47,696.76	\$49,127.66	\$24.86	\$50,355.85	\$25.48	\$491.28	\$0.25	\$50,847.13	\$25.73	\$52,118.31	\$26.38	\$508.47	\$0.26	\$52,626.78	\$26.63
Y6	\$48,642.52	\$50,101.80	\$25.36	\$51,354.34	\$25.99	\$501.02	\$0.25	\$51,855.36	\$26.24	\$53,151.74	\$26.90	\$518.55	\$0.26	\$53,670.30	\$27.16
Y7+	\$49,587.23	\$51,074.85	\$25.85	\$52,351.72	\$26.49	\$510.75	\$0.26	\$52,862.47	\$26.75	\$54,184.03	\$27.42	\$528.62	\$0.27	\$54,712.65	\$27.69

QUALIFICATION ALLOWANCES AND CONDITIONS OF ELIGIBILITY

1. ALLOWANCES

1.1 Registered Nurses Levels 1, 2 and 3 Enrolled Nurses with Diploma Year 7

	2015	2016			2017		
	3% increase	2.5% increase	Additional 1%	Total Available	2.5% increase	Additional 1%	Total Available
Hospital or Graduate Certificate	\$2,300.06	\$2,357.56	\$23.00	\$2,380.56	\$2,440.08	\$23.81	\$2,463.88
Graduate Diploma	\$2,794.25	\$2,864.11	\$27.94	\$2,892.05	\$2,964.35	\$28.92	\$2,993.27
Second Degree, Masters or PhD	\$3,415.20	\$3,500.58	\$34.15	\$3,534.73	\$3,623.10	\$35.35	\$3,658.44
Enrolled Nurse with Approved Certificate	\$1,778.94	\$1,823.41	\$17.79	\$1,841.20	\$1,887.23	\$18.41	\$1,905.64

The following Hospital Certificates or equivalent qualification such as a Diploma issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing practice areas are recognised for the purpose of entitlement to the qualification allowance:

- Gerontic
- Stomal Therapy
- Palliative Care
- Diabetes
- Dementia
- Psychological training
- Wound care
- Other qualification authorised by the Employer.

2. ELIGIBILITY CONDITIONS

2.1. Any additional qualification must be in addition to the basic qualification(s) required for an employee's position and must be directly relevant, ie it must apply to the employee's classification, position description requirements and the employee's current area of practice, position or role.

- (i) A qualification allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment;
- (ii) the approved qualification pertains to a course of a minimum of six months duration;
- (iii) only one allowance is payable. Where more than one additional, relevant qualification (as determined by the Employer pursuant to 2.1 herein) is held by an employee, only the higher or highest qualification allowance applicable will be paid;
- (iv) the allowance is available on a pro rata basis for part time employees;
- (v) the allowance is payable on a fortnightly basis;
- (vi) the allowance is payable during paid leave; and
- (vii) an employee claiming entitlement to a qualification allowance must provide the Employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed.