

# LERWIN NURSING HOME AND ANMF ENTERPRISE AGREEMENT 2014

File No. 02461/2014

**This Agreement shall come into force on and from 6 June 2014 and have a life extending until 30 June 2015.**

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



DATED 6/6/2014

A handwritten signature in black ink, appearing to read "P. J. McMichael".

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COMMISSION MEMBER





# **Lerwin Nursing Home and ANMF Enterprise Agreement 2014**

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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 2014.

### **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 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 2015. This does not impact on the operation of clause 4.5 which provides for salary increases to apply from 1 July 2012.

### **1.4 EXTRA CLAIMS**

#### **1.4.1 Aged Care Reform**

1. The parties acknowledge that on 20 April 2012 the Commonwealth announced that as part of an Aged Care Reform Package employers will receive additional funds to boost the wages of residential and community direct care Nurses and AINs/PCWs from 1 July 2013 and for the four subsequent years at the rate of 1%, 2%, 3% and 3.5% of “basic subsidy” in each of those years, delivered through Conditional Adjustment Payments (CAP) made to the employer.
2. The Employer acknowledges that the intention of the Commonwealth wages boost for direct carers is that it is additional to the wage increases that the Employer would normally provide through the Enterprise Agreement and not in substitution for those increases ;
3. In order to qualify to receive these additional payments to boost wages the Commonwealth requires that each employer be a signatory to an industry negotiated Compact and have in place an Enterprise Agreement;
4. The parties agree that when the details of that supplementary funding becomes clear they will hold discussions about whether and how the Compact arrangements may be implemented;
5. The employer acknowledges that such a claim for additional wages is not in breach of the No Extra Claims commitment made in this Agreement and that such a claim may be activated at any time within the life of the Agreement.

## **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 2014.

**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 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 that Employee involvement in decision making process that 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 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.

### **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' or 'regular casual' employee (as defined herein) who is engaged on an irregular basis.
- 3.1.4** 'Regular casual employee' is a casual employee engaged on regular rostered shifts.
- 3.1.5** '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 REGULAR CASUAL EMPLOYEES**

- 3.3.1** Regular casual employees are engaged on a regular rostered shifts basis.
- 3.3.2** Regular casual employees may work additional hours in excess of their minimum contracted hours by mutual agreement with the Employer, however these additional hours will not be considered as a permanent allocation or 7 day a week rotating roster.
- 3.3.3** Regular casual employees may apply, with agreement from the Employer, to transfer to part time employee status despite the number of minimum hours worked. Reverting to casual status shall not be available.
- 3.3.4** The provisions of 6.5.2(b) herein shall apply to regular casual employees.

### **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.

#### **4.1.2.2 Enrolled Nurse (Diploma) (END)**

An Enrolled Nurse 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 Diploma will be paid at the relevant pay point as prescribed in the seven (7) pay points for Enrolled Nurse (Diploma) 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.

### **4.2 ALLOWANCES FOR ADDITIONAL QUALIFICATIONS**

**4.2.1** An allowance shall be paid at the rate of 3.5% calculated on Registered Nurse Level 1 Year 9 and Enrolled Nurse with Diploma Year 7 on the achievement of specific qualifications. Specific rates and eligibility criteria are set out in Appendix 2.

#### **4.2.2**

**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.

### **4.3 TRANSITION FROM PERSONAL CARE ASSISTANT (PCA)**

- 4.3.1** A PCA who has attained registration with AHPRA as an END will be granted a period of not more than three months from the time they attain their Diploma to remain on the PCA roster. During this time, they may apply for a position as an Enrolled 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**

- 4.5.2** Upon approval of the Agreement by the Commission, the Employer agrees to award the following salary increases:
- (a) First Pay Increase
    - (i) 2.75% effective from the first full pay period after 1 July 2012.
  - (b) Second Pay Increase
    - 2.5% effective from the first full pay period after 1 July 2014
- 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 including 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, Council 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 is an average of 38 per week, to be worked according to 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 shift 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** A 'broken shift' is defined as any period of rostered duty which is not continuous but excluding meal breaks of 30 minutes or less.

#### **5.3.4.2 Calculation of payment**

Employees working a broken shift Monday to Friday inclusive, must be paid an additional 10 percent, calculated on the ordinary rates prescribed for each such broken shift worked.

When the second part of a broken shift finishes after 7.30 p.m., all work performed after 7.30pm shall be paid at the afternoon penalty rate of 12.5 percent calculated on the ordinary rate.

**5.3.4.3** The additional payments prescribed by 5.3.4.2 herein do not form part of the employee's ordinary pay for the purposes of this Agreement.

**5.3.4.4** Broken shifts on weekends will be paid at the applicable weekend penalty rate.

**5.3.4.5** Broken shifts will be worked by mutual consent between the employer and employee(s)

### **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 Council cost.



### **5.3.6 Employees on Permanent Night Shift**

**5.3.6.1** Employees who elect to work only on night shifts are required to work equivalent regular shift hours on day shifts in each twelve month period in accordance with the following example:

4 Night shifts worked per week of 5 hours duration will mean 4 Day shifts worked of approximately 5 hours duration, which may be worked as provided for at 5.3.6.2.

**5.3.6.2** Day shift duty shall be by negotiation and agreement between the Employee and Employer and is not required to be for a continuous period.

**5.3.6.3** Day shift duty shall not financially disadvantage the Employee.

### **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 ten 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 Saturday 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)** 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 eight hour shift which will be counted as time worked.

**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** 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**

Annual Leave Loading of 17.5% shall be calculated on the employee's base rate of pay for the classification of the employee at the commencement of such leave.

**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 Council, 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 Council, 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 7.6.2 - 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 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.

### **7.3 DRESS CODE**

Employees are required to comply with the Employer's relevant legislative requirements that appropriate types of clothing be worn relevant to the nature of their work. The Employer's Dress Code will apply that clarifies employees' responsibility to wear clothing that is suitable to carry out their duties.

### **7.4 STAFF DEVELOPMENT**

- 7.4.1** 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.
- 7.4.2** 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.
- 7.4.3** Professional Education leave is non-cumulative.

**PART 8 – 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**  
**2012-2014**

| Classification                  | Current      | 2.75%<br>FFPP after 1 July<br>2012 | 2.5%<br>FFPP after 1 July<br>2014 |
|---------------------------------|--------------|------------------------------------|-----------------------------------|
| <b>REGISTERED NURSE LEVEL 1</b> |              |                                    |                                   |
| Year 1                          | \$44,193.00  | \$45,408.31                        | \$46,543.52                       |
| Year 2                          | \$46,318.00  | \$47,591.75                        | \$48,781.54                       |
| Year 3                          | \$48,519.00  | \$49,853.27                        | \$51,099.60                       |
| Year 4                          | \$50,703.00  | \$52,097.33                        | \$53,399.77                       |
| Year 5                          | \$52,873.00  | \$54,327.01                        | \$55,685.18                       |
| Year 6                          | \$55,044.00  | \$56,557.71                        | \$57,971.65                       |
| Year 7                          | \$57,216.00  | \$58,789.44                        | \$60,259.18                       |
| Year 8                          | \$59,383.00  | \$61,016.03                        | \$62,541.43                       |
| Year 9                          | \$60,580.00  | \$62,245.95                        | \$63,802.10                       |
| <b>REGISTERED NURSE LEVEL 2</b> |              |                                    |                                   |
| Year 1                          | \$61,554.00  | \$63,246.74                        | \$64,827.90                       |
| Year 2                          | \$63,002.00  | \$64,734.56                        | \$66,352.92                       |
| Year 3                          | \$64,449.00  | \$66,221.35                        | \$67,876.88                       |
| Year 4                          | \$65,897.00  | \$67,709.17                        | \$69,401.90                       |
| <b>REGISTERED NURSE LEVEL 3</b> |              |                                    |                                   |
| Year 1                          | \$68,610.00  | \$70,496.78                        | \$72,259.19                       |
| Year 2                          | \$70,235.00  | \$72,166.46                        | \$73,970.62                       |
| Year 3                          | \$71,865.00  | \$73,841.29                        | \$75,687.32                       |
| Year 4+                         | \$73,494.00  | \$75,515.09                        | \$77,402.96                       |
| <b>REGISTERED NURSE LEVEL 4</b> |              |                                    |                                   |
| Grade 1                         | \$77,655.00  | \$79,790.51                        | \$81,785.28                       |
| Grade 2                         | \$81,273.00  | \$83,508.01                        | \$85,595.71                       |
| Grade 3+                        | \$88,506.00  | \$90,939.92                        | \$93,213.41                       |
| <b>REGISTERED NURSE LEVEL 5</b> |              |                                    |                                   |
| Grade 1                         | \$82,174.00  | \$84,433.79                        | \$86,544.63                       |
| Grade 2                         | \$87,600.00  | \$90,009.00                        | \$92,259.23                       |
| Grade 3                         | \$94,837.00  | \$97,445.02                        | \$99,881.14                       |
| Grade 4                         | \$102,071.00 | \$104,877.95                       | \$107,499.90                      |
| Grade 5                         | \$114,731.00 | \$117,886.10                       | \$120,833.26                      |
| Grade 6+                        | \$127,394.00 | \$130,897.34                       | \$134,169.77                      |

**SALARY SCHEDULE  
2012-2014**

| Classification        | Current     | 2.75%<br>FFPP after 1 July<br>2012 | 2.5%<br>FFPP after 1 July<br>2014 |
|-----------------------|-------------|------------------------------------|-----------------------------------|
| <b>ENROLLED NURSE</b> |             |                                    |                                   |
| Student <21           | \$26,795.00 | \$27,531.86                        | \$28,220.16                       |
| Student >21           | \$31,263.00 | \$32,122.73                        | \$32,925.80                       |
| Y1                    | \$40,286.00 | \$41,393.87                        | \$42,428.71                       |
| Y2                    | \$41,153.00 | \$42,284.71                        | \$43,341.83                       |
| Y3                    | \$42,022.00 | \$43,177.61                        | \$44,257.05                       |
| Y4                    | \$42,889.00 | \$44,068.45                        | \$45,170.16                       |
| Y5                    | \$43,756.00 | \$44,959.29                        | \$46,083.27                       |
| Y6                    | \$44,623.00 | \$45,850.13                        | \$46,996.39                       |
| Y7+                   | \$45,491.00 | \$46,742.00                        | \$47,910.55                       |

| <b>ENROLLED NURSE WITH DIPLOMA</b> |             |             |             |
|------------------------------------|-------------|-------------|-------------|
| Y1                                 | \$41,696.00 | \$42,842.64 | \$43,913.71 |
| Y2                                 | \$42,594.00 | \$43,765.34 | \$44,859.47 |
| Y3                                 | \$43,492.00 | \$44,688.03 | \$45,805.23 |
| Y4                                 | \$44,389.00 | \$45,609.70 | \$46,749.94 |
| Y5                                 | \$45,288.00 | \$46,533.42 | \$47,696.76 |
| Y6                                 | \$46,186.00 | \$47,456.12 | \$48,642.52 |
| Y7+                                | \$47,083.00 | \$48,377.78 | \$49,587.23 |

## QUALIFICATION ALLOWANCES AND CONDITIONS OF ELIGIBILITY

### 1. ALLOWANCES

The formulae to calculate an appropriate allowance to apply is 3.5% on the following classification levels:

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

|  | From first pay period on or after the date of approval (\$PA) | From first pay period on or after 1/7/2014 (\$PA) |
|--|---|---|
| Hospital or Graduate Certificate         | \$2,178.61  | \$2,233.07  |
| Graduate Diploma                         | \$2,646.68  | \$2,726.10  |
| Second Degree, Masters or PhD            | \$3,234.83  | \$3,331.90  |
| Enrolled Nurse with Approved Certificate | \$1,693.22  | \$1,735.55  |

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.