

TULLAWON HEALTH SERVICE INC (NURSES) ENTERPRISE AGREEMENT 2006

File No. 7558 of 2006

**This Agreement shall come into force on
and from 18 December 2006 and have a
life extending for a period of thirty-six
months therefrom.**

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



DATED 18 DECEMBER 2006.

COMMISSION MEMBER



**TULLAWON HEALTH SERVICE INC
(NURSES) ENTERPRISE AGREEMENT 2006**

**UNDERTAKING INSERTED PURSUANT TO
SECTION 79(9)**

THAT in relation to **Clause 4.4.3 Additional Work Allowance**, Tullawon Health Service Inc undertakes to review the extent of on-call, recall and additional hours worked in respect of each employee covered by the Agreement every 12 months during the life of the Agreement, to ensure that no employee is disadvantaged by the Agreement and receives at least the minimum entitlements in accordance the Nurses (SA) Award.

COMMISSION MEMBER

DATED 18th December



**TULLAWON HEALTH SERVICE INC
(NURSES) ENTERPRISE AGREEMENT 2006**

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The title of this Agreement is the Tullawon Health Service Inc (Nurses) Enterprise Agreement 2006.

1.2 ARRANGEMENT

PART 1 – APPLICATION & OPERATION OF THE AGREEMENT

1.1 AGREEMENT TITLE

1.2 ARRANGEMENT

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1.3 PARTIES BOUND

This agreement is binding on Tullawon Health Service Inc, in respect of the classifications listed, and on all nursing employees, whether or not the employees are members of the Australian Nursing Federation, and it is binding upon the union, its officers and members.

1.4 DATE AND PERIOD OF OPERATION

This agreement applies for a period of 3 years from the date of approval by the Industrial Relations Commission of SA.

1.5 RENEGOTIATION OF AGREEMENT

The parties will start negotiating towards a further agreement at least three months before this agreement expires.

1.6 RELATIONSHIP TO AWARD

The provisions of this agreement replace the provisions of the *Nurses (ANF - South Australian Private Sector) Award 1989* (a ‘transitional’ award of the Australian Industrial Relations Commission). Where the agreement is silent on provisions contained in that Award, the Award provisions do **not** apply.

1.7 RELATIONSHIP TO PREVIOUS AGREEMENT

This agreement replaces the *Yalata-Maralinga Health Service Enterprise Agreement No. 1 of 1998*, a 'pre-reform' Certified Agreement made under the Workplace Relations Act 1996 [C'Vealth] in respect of the employment conditions for nurses.

1.8 DEFINITIONS

Act means the *Fair Work Act 1994[SA]*.

Anangu means a person of Aboriginal descent.

Clinical Manager means a registered nurse appointed to RN Level 3 Band C with responsibility for supervising other nurses.

Dependant means a child under the age of 18 or a de facto partner who is reliant on the employee for financial support.

Employee means a nurse (refer below).

Employer means Tullawon Health Service Inc.

Union means the Australian Nursing Federation.

Nurse means an employee registered by the Nurses Board of South Australia as a registered general nurse or as an enrolled nurse and who holds a current practising certificate.

On-call means a situation where an employee is rostered to remain on standby and in readiness to be recalled to work after ordinary working hours in order to provide urgent medical attention.

Recall means a situation where an employee is required to work after ordinary working hours in order to provide urgent medical attention.

THS means the Tullawon Health Service Inc.

1.9 AIMS AND OBJECTIVES

This agreement seeks to:

- Implement the shift of employment regulation for nurses at THS from the Federal industrial relations system to the South Australian jurisdiction.
- Clearly express the rates of pay and employment conditions of THS nurses.
- Apply a set of working arrangements and pay rates that will attract and retain quality nurses without unnecessary expense to the employer through inappropriate entitlements.

- Recognise the remoteness of the work location and to structure working arrangements accordingly.
- Allow the employer discretion to provide benefits in excess of those stipulated in the agreement where warranted, without patronage or discrimination.
- Provide for arrangements that will operate effectively whether the nurses employed at the time are members of the union or not, without discrimination either way.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATION

- 2.1.1 Whilst the parties acknowledge that a formal employee consultative mechanism is inappropriate for this workplace, the employer is committed to maintaining open management practices and to discussion of matters of concern to nurses.
- 2.1.2 Prior to implementing major changes in service delivery or the structure of the organisation, the employer will consult nurses who may be affected (and their union, if applicable).
- 2.1.3 In recognition of the remoteness of the workplace, the employer will provide reasonable access to facilities to enable union members to consult their union during work time. These facilities will include use of a telephone in private and of a facsimile machine but may be withdrawn at the employer's discretion in the event that the operational requirements of the service are adversely affected.
- 2.1.4 The employer will grant union representatives access to the workplace during work time for discussion with their members, subject to the provision of reasonable notice by the union and to operational requirements.

2.2 DISPUTE AND GRIEVANCE PROCEDURES

- 2.2.1 The parties to this agreement are committed to resolving grievances and disputes quickly to preserve positive employee and community relations.
- 2.2.2 All parties and individuals are entitled to be accompanied by or represented by a person or organisation of their choice. The parties accept that the remoteness of the locality may work against a speedy resolution of issues and that the right to representation should not be compromised by this, unless both parties to a dispute or grievance agree.
- 2.2.3 If nurses have a grievance or a dispute with the employer, the following procedures will apply:
- Nurses will firstly try to resolve the dispute or grievance with the Clinical Manager.

- If the matter is not resolved either party may refer it to the Health Service Coordinator. Nurses may also involve union officers or other legitimate representatives at this stage.
- Work will continue as normal during this procedure.

2.2.4 This procedure does not affect the parties' right of access to the Industrial Relations Commission of S.A.

PART 3 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 CONTRACT OF HIRING

3.1.1 Letter of Appointment

When the employer appoints a Nurse, the employer must provide a written notice that confirms the nurse's appointment and details the relevant classification level, salary and the nurse's ordinary hours of work.

3.1.2 Probationary Employment

- (a) Nurses may be hired on probation for the first four months of employment.
- (b) At any stage during the probation period, the employer or the nurse may terminate the nurse's employment without providing reasons, by giving at least one week's notice in writing, or payment in lieu thereof.

3.1.3 Full-time Employment

- (a) Full-time nurses are hired by the week.
- (b) The ordinary hours of work for a full-time nurse are 37.5 per week.

3.1.4 Part-time Employment

- (a) Part-time nurses are hired by the week.
- (b) Part-time nurses work a specified number of regular hours that are less than 37.5 per week.
- (c) The span of ordinary hours prescribed in subclause 5.1.3 applies to part-time nurses.
- (d) A part-time nurse is entitled to payment for a minimum of two hours on any day that the nurse works.

- (e) Part-time nurses will generally work the ordinary hours specified in their letter of appointment. Any variation to these hours will be subject to the agreement of the nurse concerned, provided that such agreement is not unreasonably withheld.
- (f) If part-time nurses temporarily work additional hours, it will not affect their part-time status.
- (g) To permanently increase a part-time nurse's hours or permanently vary the arrangement of those hours, the employer must obtain the nurse's agreement in writing.
- (h) The provisions of subclause 2.1.2 (*consultation*) and subclause 3.3.2 (*transfer to lower paid duties*) apply if the employer makes any permanent reduction in a part-time nurse's hours.
- (i) For ordinary hours, part-time nurses are entitled to payment at an hourly rate equal to 1/37.5 of the relevant weekly rate prescribed by clause 4.2/Appendix A.
- (j) If a part-time nurse temporarily works the hours of a full-time nurse, the nurse is entitled to all benefits prescribed by this agreement for full time nurses, for the period so worked.
- (k) If agreed in writing, the working of temporary additional hours will contribute to the accrual of leave entitlements and will be paid at the nurse's normal hourly rate. Otherwise, part-time nurses will receive TOIL for hours in excess of their normal contracted hours in accordance with subclause 5.4.1(a). (*Overtime is not payable and is compensated by the additional work allowance at subclause 4.4.3*).

3.1.5 Casual Employment

- (a) Casual nurses are hired by the hour.
- (b) Casual nurses are entitled to payment at an hourly rate equal to 1/37.5 of the relevant weekly rate prescribed by clause 4.2, plus 20 per cent.
- (c) The 20 per cent casual loading is in lieu of annual leave, sick leave entitlements and payment for public holidays not worked.
- (d) Casual nurses are entitled to payment for a minimum of three hours on any day that the nurse works.
- (e) Casual nurses are entitled to overtime rates for work performed in excess of the span of ordinary hours prescribed by subclause 5.1.3. Rates payable are:
 - 150% of the applicable casual hourly rate for the first two hours of work performed outside the span of ordinary hours each day; and
 - 200% of the applicable casual hourly rate thereafter.

- (f) For work done on a public holiday, casual nurses are entitled to payment at 200% of the applicable casual hourly rate with a minimum of two hours pay.
- (g) Subject to the evidentiary and notice requirements in subclauses 6.1.7 and 6.1.8 casual employees are entitled to not be available to attend work, or to leave work:
 - If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - Upon the death of an immediate family or household member.
- (h) The employer and the nurse shall agree on the period for which the nurse will be entitled to not be available to attend work. In the absence of agreement, the nurse is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual nurse is not entitled to any payment for the period of non-attendance.
- (i) The employer must not fail to re-engage a casual nurse because the nurse accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual nurse are not otherwise affected.

3.1.6 Fixed-term Employment

The employer is committed to offering permanent employment where practicable. The parties to this agreement acknowledge that fixed-term employment is appropriate in the following circumstances:

- At the insistence of a funding agency.
- Where a specific program is proposed with a limit on funding and/or duration.
- Where a permanent nurse who is on extended leave such as for parental purposes or to undertake study occupies the position.
- If the position is part of a trial structure or activity that the employer may wish to review.

3.1.7 Use of Nursing Agency Staff

The employer may use agency nurses for relief purposes. The conditions for such staff will be determined by negotiation between the employer and the agency and do not form part of this agreement.

3.1.8 Nursing Staff Complement

At the time of making this agreement, the total nursing staff complement of Tullawon Health Service is three registered nurses (including the senior nurse practitioner designated as Clinical Manager – refer also to subclauses 4.1.2 and 4.1.3). The employer will endeavour to maintain that staffing complement as far as is practicable and subject to

the availability of funds and suitable staff (including agency staff). From time to time the various leave and TOIL provisions available under this Agreement may temporarily reduce the nursing complement. It is not the intention that any benefits conferred on nurses by this Agreement should be adversely affected as a result of any temporary reduction in the nursing complement. Where concerns about the complement or any potential effect on entitlements arise, the dispute and grievance procedure at clause 2.2 may be utilised.

3.2 DISCIPLINE AND TERMINATION OF EMPLOYMENT

3.2.1 Conduct

- (a) The parties agree that punctual and regular attendance at work is essential for the effective operation of the service. Continual absences without reasonable cause may lead to termination of employment.
- (b) Showing a lack of respect for Aboriginal culture will be considered as misconduct, although factors such as previous experience, training or the extent of orientation must be taken into account.
- (c) Breach of the Community's policies on alcohol will be considered as misconduct.
- (d) Involvement in community issues that create a conflict of interest with the Health Service will also be considered to be misconduct.

3.2.2 Counselling and Disciplinary Procedures

- (a) The parties recognise that the remoteness of the locality may create difficulties for representation.
- (b) The employer will provide notice of counselling or disciplinary interviews so as to allow nurses adequate representation (by telephone if necessary in view of the remoteness of the workplace).

3.2.3 Abandonment of Employment

- (a) If a nurse is absent from work for a continuous period exceeding five working days without the employer's consent and without giving notification to the employer, the employer will consider this to be preliminary evidence that the nurse has abandoned his or her employment.
- (b) The employer will consider a nurse to have abandoned employment if he or she does not establish that the absence was for a reasonable cause. The nurse must explain the reasons for his or her absence to the satisfaction of the employer by the latest of:
 - 14 days from his or her last attendance at work; or
 - 14 days from his or her last notified absence or absence approved by the employer.

- (c) Termination of employment by abandonment will be effective from the latest of:
- The nurse’s last attendance at work;
 - The nurse’s last notified absence; or
 - The last day of any absence approved by the employer.

3.2.4 Notice of Termination by the Employer

- (a) In order to terminate the employment of an employee, the employer must give the employee written notice of dismissal as follows:

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Not more than one year	At least 1 week
More than 1 year	At least 4 weeks

- (b) The required period of notice is increased by one week if the employee:
- Is over 45 years old; and
 - Has completed at least 2 years continuous service with the employer.
- (c) If the employer does not give the required period of notice, the employee is entitled to payment in lieu of the prescribed notice period. The employer may also elect to provide part of the prescribed period of notice and part payment in lieu of notice for the balance.
- (d) Ordinary time earnings form the basis for calculating payment in lieu of notice.
- (e) The periods of notice prescribed in this agreement do not apply to casual employees, employees engaged under a contract of employment for a specified period of time or for a specified task, or in the case of dismissal for conduct that at common law justifies instant dismissal.
- (f) Continuous service does not include any period of unauthorised leave or leave without pay. If the employer makes payment in lieu for any or all of the prescribed notice period, that period is counted as continuous service.

3.2.5 Notice of Termination by the Employee

- (a) An employee is required to give notice of termination of employment equivalent to the period required of the employer at subclause 3.2.4(a).

- (b) If an employee fails to give the required period of notice, the employer is entitled to withhold monies due to the employee up to a maximum of the amount of pay and allowances for the period of notice (or part) required but not given.

3.2.6 Time Off During Notice Period

Where the employer has given notice of termination to an employee, the employee is entitled to one day's time off without loss of pay during the notice period for the purpose of seeking other employment.

3.2.7 Statement of Employment

If requested by an employee who has been terminated, the employer must provide a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

3.3 REDUNDANCY

3.3.1 Discussions Before Termination

- (a) Where the employer no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer will consult with the employees directly affected and with their union.
- (b) Further discussions must take place as soon as possible after the employer has made a definite decision about the matters referred to in paragraph (a) of this subclause.
- (c) Discussions must at least cover:
- Any reasons for the proposed terminations;
 - Measures to avoid or minimise the terminations; and
 - Measures to mitigate any adverse effects of any terminations on the employees concerned.
- (d) For the purposes of these discussions, the employer must provide the employees concerned (and the union if applicable) with all relevant information about the changes in writing, including:
- The reasons for the proposed terminations;
 - The number and categories of employees likely to be affected;
 - The number of workers normally employed; and
 - The period over which the terminations are likely to be carried out.

- (e) An exception to this is that the employer is not required to disclose confidential information that would be unfavourable to the employer's legitimate interests.

3.3.2 Transfer to Lower Paid Duties

The following conditions apply where an employee whose job has become redundant accepts an offer of alternative work by the employer and the rate of pay is less than the rate of pay for the former position:

- The employee is entitled to the same period of notice of the date of commencement of work in the new position as if his or her employment had been terminated; and
- The employer may elect to make payment in lieu of notice equal to the difference between the former rate of pay and the new lower rate of pay for the number of weeks of notice owing.

3.3.3 Severance Pay

- (a) In addition to the period of notice prescribed for ordinary termination in subclause 3.2.4, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years or more	12 weeks' pay

- (b) *Weeks pay* means the ordinary time rate of pay for the employee concerned.
- (c) The severance payment entitlement does not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

3.3.4 Employee Leaving During Notice

An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice without prejudice to any entitlement otherwise accruing under this clause. An exception to this is that the employee is not entitled to payment in lieu of notice.

3.3.5 Alternative Employment

If the employer obtains acceptable alternative employment for an employee who would otherwise be redundant, the employer may make application to the Industrial Relations Commission of SA to have the general severance pay prescription varied.

3.3.6 Time off During Notice Period

- (a) Where the employer has given notice of termination to an employee under these redundancy provisions, the employee is entitled to one day's paid time off (plus reasonable paid travelling time if applicable) during each week of notice for the purpose of seeking other employment.
- (b) The following conditions apply where an employee takes paid leave for more than one day during the notice period for the purpose of seeking other employment:
- The employer may request proof of attendance at an interview;
 - If the employee does not provide sufficient proof, he or she is not entitled to payment for the time absent; and
 - For this purpose a statutory declaration will be sufficient.

3.3.7 Transmission of Business

If the funding for THS is transferred to another incorporated body, unless otherwise agreed the employment contracts of employees who transfer to the new employer will be treated as continuing and any accrued entitlements will not be affected.

3.3.8 Employees with Less than One Year's Service

This clause does not apply to employees with less than one year's continuous service. In these cases the general obligation on the employer is to give the employee an indication of the impending redundancy at the first reasonable opportunity, and to take any reasonable steps to facilitate the employee obtaining suitable alternative employment.

3.3.9 Employees Exempted

This clause does not apply in the following circumstances:

- Where employment is terminated as a consequence of conduct that justifies summary dismissal, whether or not the employment is terminated on notice.
- For casual employees;
- For employees engaged for a specific period of time, or for a specified task or tasks;
- Employees with less than one year's service (refer subclause 3.3.8).

3.3.10 Incapacity to Pay

The employer may make an application to the Industrial Relations Commission of SA to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

PART 4 - WAGES AND RELATED MATTERS

4.1 CLASSIFICATIONS

- 4.1.1 Registered nurses employed at THS are classified as Level 3, Band A Registered Nurses.
- 4.1.2 A Registered Nurse with at least two graduate certificates or other additional qualifications relevant to his or her work at THS will be classified as Level 3, Band B.
- 4.1.3 If a senior nurse practitioner (Clinical Manager) is appointed to supervise other nurses at THS, that person will be classified as a Level 3, Band C Registered Nurse.
- 4.1.4 The employer has total discretion about whether or not to employ a senior nurse practitioner. If that position is not filled, registered nurses employed at THS will still be classified as Level 3, Band A or Band B Registered Nurses.
- 4.1.5 An enrolled nurse employed at THS will be classified as Enrolled Nurse and paid within the range of \$35,000 p.a. - \$40,000 p.a. or equivalent, depending on his or her experience and qualifications, provided that he or she will be paid at least the level specified at Appendix A.

4.2 SALARIES

The actual rates of pay are at Appendix A. The pay rates provide for annual increases of 3% (compounded) for the term of the Agreement.

4.3 SALARY PACKAGING

- 4.3.1 In this clause, *Agreement* means the Tullawon Health Service Inc (Nurses) Enterprise Agreement 2006.
- 4.3.2 Where agreed between the employer and a full-time or part-time nurse, the employer may introduce salary packaging arrangements. This will mean that part of an employee's salary may be packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party. This may include the use of a 'debit card' for the same purpose. The terms

and conditions of any such salary packaging arrangements will be subject to the following provisions:

- (a) Salary packaging arrangements will be available to all Registered Nurses on successful completion of probation. The purpose of the arrangement will be to attract and retain staff.
- (b) Prior to agreeing on salary packaging arrangements, the employer must advise the employee in writing of his or her classification level and salary payable under clauses 4.1 and 4.2/Appendix A of this Agreement. The employer must also advise the employee of his or her right to choose payment of this salary instead of a salary packaging arrangement.
- (c) The terms and conditions of any salary packaging arrangements must not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.
- (d) Any salary packaging arrangement must be in writing.
- (e) An employee is entitled to a copy of his or her salary packaging arrangement.
- (f) The employer will ensure that the structure and content of any agreed salary packaging arrangements comply with taxation and other relevant laws.
- (g) The employee may package up to the maximum amount that does not attract fringe benefits tax (which is currently \$16,050 p.a. or \$30,000 'grossed up' of the salary applicable under clause 4.2/Appendix A of this Agreement) into non-salary fringe benefits.
- (h) The configuration of the salary packaging arrangement will remain in force for a period agreed between the employer and the employee.
- (i) Occupational superannuation and annual leave loading entitlements will be calculated on the employee's total wage specified in clause 4.2/Appendix A of this Agreement.
- (j) The employer or the employee may cancel any salary packaging arrangements at any time by giving one month's notice in writing.
- (k) In the event that taxation or other laws that affect the operation of the salary packaging arrangement, or if the employer ceases to attract exemption from payment of fringe benefits tax, either party may terminate the salary packaging arrangements without notice. In this case, individual employees' wages will revert to those specified in clause 4.2/Appendix A of this Agreement. The employer must give written notice to each employee affected.
- (l) If an employee ceases employment with the employer, any salary packaging arrangements will cease as at the date of termination. All entitlements accrued under this Agreement due on termination will be paid in accordance with the rates specified in clause 4.2/Appendix A of this Agreement.

- (m) Employees must be allowed to consult with a representative of their choice before signing a salary packaging arrangement.
- (n) At the time of making this Agreement, the Employer's exemption from the payment of fringe benefits tax was subject to confirmation.. This may prevent or delay the introduction of salary sacrifice arrangements for newer nursing staff. Changing from the salary packaging under the previous certified agreement will still be subject to the notice at (j) above.
- (o) The employer may outsource salary packaging arrangements. Any such arrangements will be explained to nurses prior to being introduced.

4.4 ALLOWANCES

4.4.1 District Allowance

- (a) District allowance is payable on:
 - paid annual leave
 - paid personal leave
 - notice of termination of employment, where the notice is worked
 - paid bereavement leave
 - paid special and emergency leave
 - paid public holidays
 - jury service
 - long service leave
 - overtime for casual employees
- (b) Employees are entitled to district allowance at the following rates:

<u>Location</u>	<u>Rate of</u> DISTRICT ALLOWANCE
Primarily residing and working at Yalata	\$3,000 per annum

- (c) Casual and part-time employees are entitled to district allowance on a proportionate basis according to the number of hours worked.
- (d) Employees are entitled to district allowance regardless of whether other members of their household also receive a district allowance.

4.4.2 Higher Duties Allowance

- (a) The employer may temporarily require a Band A or Band B Registered Nurse to perform the duties of a Band C Registered Nurse by acting in an in-charge capacity.

- (b) If an employee temporarily performs the duties of a Band C Registered Nurse for one continuous week or more, he or she must be paid at the rate applicable to a Band C Registered Nurse for that period.
- (c) This clause does not limit or affect the right of the employer to reasonably require an employee of any classification at any time, or from time to time, to perform duties appropriate to any other classification, whether or not the duties are those normally attached to a higher or lower classification, or any other duties associated with the ordinary conduct of work.
- (d) It is not the intention of this clause to limit the sharing of job duties, on-site training and multi-skilling of personnel.

4.4.3 Additional Work Allowance

Full-time and part-time registered general nurses receive an additional work allowance in lieu of on-call, recall and overtime payments except where otherwise provided. (Casual nurses are subject to different arrangements set out in 4.4.4 below.) The following arrangements apply:

- (a) The additional work allowance is payable in arrears in equal instalments with each pay period.
- (b) Full-time nurses will receive \$18,000 per annum.
- (c) Part-time nurses are entitled to a proportionate amount depending on the number of hours that they work.
- (d) If a nurse performs more than 77.5 hours of rostered on-call per week, he or she is entitled to TOIL in accordance with clause 5.4.
- (e) Nurses are required to keep records detailing any recall duties performed, including the name of any person requiring treatment, the nature of any treatment given and the duration of each recall in accordance with the relevant policy applying at the time. If an employee is unable to produce such records, he or she is not entitled to payment of the additional work allowance for that pay period.
- (f) Nurses whether rostered on-call or not who are recalled to duty outside ordinary hours are entitled to eight consecutive hours off duty between the termination of that work and the commencement of the employee's ordinary work on the next day. Employees will not suffer any loss of pay for ordinary time occurring during such absences.
- (g) Where a nurse is unable to take such a break, TOIL will accrue in respect of each hour less than eight taken and must be taken as soon as is practicable for OH&S purposes. To be clear, a nurse may be directed to such time off.

- (h) Where a nurse is required to perform un-rostered recall, he or she will be entitled to TOIL on an hour for hour basis for the first two hours of such recall and either TOIL accruing at double time or hour for hour TOIL plus ordinary time pay thereafter, provided that the provisions in 4.4.3(f) will also apply, but not those provisions in 4.4.3(g).
- (i) Participation in the on call roster is mandatory for Registered General Nurses. In the event that a nurse is unable to participate in the roster for reasons other than approved leave or absence on approved health service business, payment of the additional work allowance may be suspended for the duration of the applicable period. If a nurse unreasonably refuses to participate in the on call roster, this will be considered to be a fundamental breach of his or her contract of employment.
- (j) Registered General Nurses are required to be contactable by 'land line' telephone during periods of on call.

4.4.4 On-Call and Recall Arrangements for Casual Nurses

- (a) Casual nurses who are required to be on-call will receive a payment of \$75 for each on-call period.
- (b) Casual nurses are entitled to overtime rates for time spent on recall duties or emergency call outs. The rates payable are:
 - 150% of the applicable casual hourly rate for the first two hours of work performed during an on-call period.
 - 200% of the applicable casual hourly rate thereafter for that on-call period.

4.4.5 Travel Costs and Allowances

Where an employee is required to travel on the employer's business outside the Yalata Community (including for attendance at conferences or training) the following provisions will apply:

- (a) The employee must obtain prior approval for any such travel.
- (b) The mode of transport is at the total discretion of the employer.
- (c) Fares will be met by the employer.
- (d) Where practicable, the employer will book accommodation and pay for accommodation, meals and work-related telephone calls. Where it is not practicable for the employer to book or pay for any or all of these costs, the employer, at its discretion will reimburse the employee or pay a set allowance as determined by the employer's policies and procedures in place at the time.
- (e) Where accommodation and/or meals are provided by the organisation hosting a conference or training, no additional allowance is payable, except for reimbursement of reasonable incidental costs on production of receipts. Such

incidentals must be work-related (eg. business telephone calls, taxi fares to and from Adelaide airport). Expenses incurred for private purposes (eg. mini-bar, private telephone calls) are the responsibility of the employee.

- (f) If an employee makes alternative arrangements for accommodation or transport without prior approval and as a result the employer incurs a cost, the employee may be required to repay the amount lost except where the alternative arrangements can be justified on emergency or health and safety grounds.
- (g) If an employee fails to attend all or part of a meeting, conference or training course without reasonable cause, he or she may be liable to disciplinary action and the employer may recover associated costs from the employee.

4.4.6 Vehicle Allowance

- (a) A nurse who is required to travel by road on the employer's business will normally be supplied with a vehicle by the employer. If the employer's vehicle is not available and the employer requires the nurse to use his or her own vehicle, the nurse is entitled to a vehicle allowance at the following rates:

<u>Engine Capacity</u>	<u>Allowance per kilometre</u>
4 cylinders or fewer	50 cents
More than 4 cylinders	60 cents

- (b) Nurses must keep a record of all business kilometres travelled and the purpose of the journey in order to receive a vehicle allowance.
- (c) A nurse must obtain the employer's written authorisation before using his or her private vehicle for work purposes.
- (d) Where a nurse requests to use his or her vehicle to travel to Adelaide or any other location where air travel is available, the amount of allowance available will be restricted to the equivalent of the relevant airfare available at the time that the request is made.
- (e) Insurance of the employee's vehicle is the responsibility of the employee.

4.4.7 Relocation and Removal Assistance

The extent of assistance provided to employees recruited from outside the community in order to take up duty will be a matter for negotiation between the employer and the employee. The following principles will generally apply:

- (a) Where furnished accommodation is on offer, assistance will not include the transportation of household effects that are already provided with the accommodation.

- (b) Economy class airfares for the employee and his or her dependants, or the monetary equivalent, will be the maximum amount payable for relocation of employees.
- (c) The employee will be entitled to an equivalent amount on termination of employment provided that:
 - (i) The employee has not been summarily dismissed for serious misconduct;
 - (ii) The employee has completed a total of 12 months service with the organisation; and
 - (iii) In the case of resignation, notice has been given in accordance with this agreement.

4.4.8 Accommodation

- (a) Unless otherwise agreed on recruitment, where a nurse is recruited from outside the community, the employer will provide furnished accommodation.
- (b) Employees are not required to pay rent. Charges for services and utilities will be determined by policies applying in the community from time to time. In the event that these charges are increased significantly, the employer will give genuine consideration to subsidising or meeting the cost of the increase.

4.4.9 Telephone Expenses

The following conditions apply to telephone expenses:

- (a) In the first instance, all telephone expenses and connection costs will be met by the employee.
- (b) Employees are entitled to reimbursement for any work-related telephone expenses actually and reasonably incurred and for reimbursement of initial connection costs (for connections made after certification of this agreement) if they are required to participate in the on-call roster.
- (c) Employees must produce proof of any work-related telephone expenses in order to receive reimbursement.
- (d) Reimbursement of telephone expenses will not form part of the employee's ordinary pay for the purposes of this agreement.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, AND WEEKEND WORK

5.1 HOURS OF WORK

- 5.1.1 The ordinary hours for full-time employees are 37.5 per week.
- 5.1.2 Ordinary hours are 7.5 per day (7 hours and 30 minutes), exclusive of meal breaks.
- 5.1.3 The span of ordinary hours is 7.30 am - 6.30 pm, Monday to Friday, excluding public holidays.
- 5.1.4 Casuals get overtime rates for working outside of the span of ordinary hours, in accordance with sub-clause 3.1.5(e).

5.2 ROSTERED DAY OFF

- 5.2.1 Full time nurses (not casuals) may participate in the Rostered Day Off (RDO) system in place for other staff at Tullawon, which operates independently of the TOIL provisions set out at clause 5.4.
- 5.2.2 At the time of this agreement being made, work commences at 8.30am and finishes at 5.00pm, with 40 minutes for lunch, which allows one RDO per month.
- 5.2.3 The employer may abolish the RDO system at its discretion, in which case employees will revert to a 7.5 hour day and receive TOIL credits for any time owing.
- 5.2.4 The timing of the rostered day off is by agreement between the nurse and the Clinical Manager.

5.3 MEAL BREAKS

- 5.3.1 All employees are entitled to an unpaid meal break of at least half an hour per day.
- 5.3.2 Employees are not required to work more than five hours without a meal break.
- 5.3.3 The employer may determine roster times for taking meal breaks to ensure that Clinic service is not interrupted.
- 5.3.4 Meal breaks will normally be rostered between the hours of 12 noon and 2.00 pm.

5.4 TIME OFF IN LIEU OF OVERTIME (TOIL)

Overtime is not payable for permanent full time or part time nurses, who receive the additional work allowance set out in subclause 4.4.3 and TOIL as set out below.

Arrangements for overtime for casuals (who are not eligible for TOIL) are set out at sub clause 3.1.6(e).

5.4.1 Accumulation

- (a) Employees may accrue time off in lieu of overtime (TOIL) in the following circumstances:
- If a part time nurse exceeds his or her nominated weekly hours (except on recall), rather than ordinary hour rates and leave accruals as per subclause 3.1.4(k).
 - For each hour that an RN is on-call for more than 77.5 hours in a week commencing 12am on a Monday.
 - If travelling for work purposes outside of standard work hours.
 - For each on-call hour rostered on a Public Holiday.
 - For un-rostered recall (refer to subclause 4.4.3(h)).
- (b) The following general conditions apply to TOIL:
- TOIL accrues on an hour-for-hour basis, unless otherwise specified..
 - Nurses may accrue a maximum of 37.5 hours of TOIL.
 - Nurses must obtain approval from the Health Service Coordinator or the Clinical Manager prior to performing work for which TOIL will accrue, except in emergency situations.
 - TOIL will not accrue for time spent in attendance at conferences or training.

5.4.2 Taking Time Off

- (a) Depending on operational requirements, employees should take TOIL as soon as practical after accrual.
- (b) Employees must obtain approval from the Health Service Manager or the Clinical Manager before taking TOIL.
- (c) The employer may direct employees to take up to two days of accumulated TOIL.

5.4.3 Paying Out Accrued TOIL

The employer will only pay out accrued TOIL on termination of employment.

5.5 EXCESS TRAVELLING TIME

Where an employee is required to travel for work purposes to a location other than the employee's normal work place:

- (a) All reasonable time spent travelling will be treated as time on duty.
- (b) Any reasonable travel outside ordinary hours will attract TOIL in accordance with clause 5.4.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 PERSONAL LEAVE

The provisions of this clause apply to full-time nurses (and to regular part-time nurses on a pro-rata basis).

6.1.1 Definitions

In this clause the term *immediate family* means:

- (a) Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

6.1.2 Amount of paid personal leave

- (a) Paid personal leave is available to an employee other than a casual employee, when they are absent:
 - Due to personal illness or injury;
 - For the purpose of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

(b) The amount of personal leave to which a full-time employee is entitled depends on how long that they have worked for the employer and accrues as follows:

- For the first year of continuous service – at the rate of 1.45 hours for each completed 37.5 ordinary hours of work to a maximum of 75 hours; and
- For each later year of continuous service, at the beginning of each year a full-time employee accrues 75 hours. A part-time employee accrues pro-rata hours based on average weekly hours over the previous 12 months.

6.1.3 Accumulation of Personal Leave

A nurse's personal leave accumulates from year to year and any personal leave taken by the nurse is deducted from the nurse's personal leave credits.

6.1.4 The Effect of Workers' Compensation

If a nurse is incapacitated and receiving workers compensation payments, he or she is not entitled to personal leave.

6.1.5 Personal Leave for personal injury or sickness

Full-time and part-time employees may take up the full amount of their personal leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

6.1.6 Personal leave to care for an immediate family or household member

- (a) Subject to (b) and (c) below, full-time and part-time employees are entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) The entitlement in (a) above is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- (c) Except as provided for in (d) below, not more than 75 hours of personal leave can be used in a year by an employee for the purposes set out in (a) above. The limit for part-time employees is the number of hours normally worked over a two week period. These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.
- (d) By agreement between an employer and an individual employee, the employees may access an additional amount of their accrued personal leave for the purposes set out in (a) above, beyond the relevant limit set out in (c) above. In such

circumstances, the employer and the employee shall agree on the additional amount that may be accessed.

- (e) If the employer consents, an employee may elect to use accrued TOIL credits for personal leave purposes set out in (a) above.

6.1.7 Employee must give notice

- (a) The employees must, as soon as is reasonably practicable and during the ordinary hours of the first day of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day of such absence, the employee will inform the employer within 24 hours of such absence.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
- The name of the person requiring care and support and their relationship to the employee.
 - The reasons for taking leave; and
 - The estimated length of absence.

6.1.8 Evidence supporting claim

- (a) 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 to the satisfaction of the employer that the employee was unable to work because of injury or personal illness.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

6.1.9 Unpaid Personal Leave

Where employees have exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 15 hours) of unpaid leave per occasion, provided that the requirements of subclauses 6.1.7 and 6.1.8 are met.

6.1.10 Payment of Personal Leave

A nurse is entitled to payment at the nurse's ordinary rate of pay for a period of personal leave including district allowance and the additional work allowance.

6.2 ANNUAL LEAVE

6.2.1 Nature of Leave

Annual leave is paid leave.

6.2.2 Annual Leave Entitlement

- (a) All employees other than casual employees will accrue leave credits towards an annual entitlement of 30 days annual leave.
- (b) Part time employees will have an equivalent entitlement of six weeks at their regular weekly rate.

6.2.3 Accrual of Annual Leave

- (a) Annual leave credits accrue at the rate of 18.85 hours per completed month of service.
- (b) An exception to this is that annual leave does not accrue during any period of unauthorised absence or leave without pay.

6.2.4 Annual Leave Taken Before Due Date

- (a) The employer may allow an employee to take annual leave before a full annual entitlement accrues. In this case, the full annual entitlement is reduced by the amount of leave taken in advance.
- (b) If an employee takes annual leave before a full annual entitlement accrues and subsequently leaves the employer's service for whatever reason, the employer may deduct the balance of any amount owing from the employee's termination payment.

6.2.5 Time of Taking Annual Leave

- (a) Employees should take annual leave at a time mutually agreed with the employer.
- (b) Employees should take annual leave in not more than two separate periods unless the employer and the employee agree otherwise. This requirement does not apply to any annual leave taken during an annual closedown period under subclause 6.2.5.
- (c) If the employer and an employee fail to agree on a time or times for taking annual leave, the employer may determine a time. In this case, the employer must give at least one month's written notice to the employee.
- (d) The employer must provide written reasons if it refuses to allow an employee to take annual leave at a time requested by the employee.
- (e) To assist employees in balancing their work and family commitments, an employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.
- (f) An employee may elect, with the consent of the employer, to take annual leave in single days, up to a maximum of 10 single days in any year to assist with balancing work and family commitments.

6.2.6 Payment for Annual Leave

- (a) Before going on annual leave employees are entitled to be paid all wages they would have received had they not been on leave during that period. These wages are calculated at the ordinary time rate applicable at the time when leave is taken (plus District Allowance & Additional Work Allowance).
- (b) Employees may opt to continue to receive wages in the normal manner during their annual leave period.

6.2.7 Annual Leave Loading

- (a) In addition to their wages for a period of annual leave, employees are entitled to a loading of 17.5 per cent calculated on the ordinary time rate applicable at the time when leave is taken.
- (b) Annual leave loading is payable on an employee's full annual leave entitlement under subclause 6.2.2.
- (c) Annual leave loading will not be paid until at least five consecutive annual leave days are taken.

6.2.8 Annual Leave Exclusive of Public Holidays

Annual leave is exclusive of public holidays prescribed by this agreement. If a public holiday falls within the period of an employee's annual leave and is observed on a day which would have been an ordinary working day for that employee, the holiday period is added to the employee's annual leave entitlement.

6.2.9 Annual Leave to Be Taken

- (a) The employer must not make payment in lieu of annual leave except on termination of employment.
- (b) Employees must not accept payment in lieu of annual leave except on termination of employment.

6.2.10 Proportionate Annual Leave on Termination

- (a) On termination of employment, employees are entitled to payment for any accrued annual leave that the employee has not already taken and to payment of any remaining entitlement to annual leave loading under subclause 6.2.8.
- (b) This subclause does not apply if the employee unlawfully leaves his or her employment.

6.2.11 Sickness While on Annual Leave

- (a) If an employee becomes ill while on annual leave, the employer will grant additional annual leave to the equivalent of the period of the illness provided that the employee provides *reasonable proof* of illness and the employee has sick leave credits available.
- (b) *Reasonable proof* includes:
 - In situations where an employee can be reasonably expected to obtain a medical certificate: a medical certificate.
 - In situations where it is unreasonable to expect an employee to obtain a medical certificate: a statutory declaration or note from another registered nurse.
- (c) Any period of leave taken by reason of illness in this manner must be recorded as sick leave and the additional annual leave taken at a mutually agreeable time.

6.2.12 Return to Work During a Period of Annual Leave

- (a) Any return to work during a period of annual leave must be agreed between the employer and the employee, regardless of which party has requested the return to work.
- (b) Where an employee returns to work during a period of annual leave, the unused leave will be re-credited towards the employee's entitlement.

6.2.13 Annual Leave Airfare

- (a) A nurse recruited from outside of South Australia, but within Australia, will be entitled to an economy return airfare from Ceduna to the nearest Capital City from which he or she was recruited, after each completed year of continuous service.
- (b) This entitlement is non-accumulative and is not payable on termination. In the case of existing employees, the entitlement will accrue from the date of the approval of this Agreement. The employer may advance the entitlement at its discretion but in such cases it will be recoverable from the nurse's final entitlements in the event that the nurse resigns before the entitlement accrues.
- (c) A nurse wishing to use this entitlement must give at least one month's notice to enable the employer to book and pay for the airfare.
- (d) If the travel is cancelled at the employee's request, or missed as a result of the employee's act or omission, any cancellation fee or loss of fare will be deducted from that year's entitlement.
- (e) This entitlement applies to the nurse and any dependants who have resided at Yalata with the employee for the period during which the entitlement accrued.

6.3 PUBLIC HOLIDAYS

6.3.1 Prescribed Public Holidays

- (a) Employees are entitled to the following public holidays:
 - New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Adelaide Cup Day
 - Labour Day
 - The Queen's Birthday
 - Proclamation Day
 - Christmas Day
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu is observed on 27 December.
- (c) When Proclamation Day is a Saturday or a Sunday a holiday in lieu is observed on 28 December.

- (d) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu is observed on the next Monday.
- (e) Where public holidays are declared or prescribed on days other than those set out in paragraph (a), those days will constitute additional holidays for the purpose of this agreement.

6.3.2 Absence Before or After a Public Holiday

If an employee is absent from their employment without reasonable excuse on a working day immediately before or after a public holiday, the employee is not entitled to payment for the public holiday.

6.3.3 Work Performed on a Public Holiday

- (a) Nurses must obtain approval from the Clinical Manager or the Health Service Coordinator prior to performing work on a public holiday.
- (b) For all work performed on a public holiday, including recall, nurses are entitled to payment at 200% of the nurse's normal hourly rate of pay with a minimum of two hours pay, regardless of whether the work forms part of the nurse's weekly 37.5 hours .

6.3.4 On-Call on Public Holidays

Employees other than casuals receive TOIL in accordance with clause 5.4 (in addition to the additional work allowance) for being on call on Public Holidays. (Arrangements for casuals are set out at subclause 4.4.4)

6.4 BEREAVEMENT LEAVE

6.4.1 Paid Leave

A nurse is entitled to up to 10 days bereavement leave per year on the death of either a member of the nurse's immediate family or household.

6.4.2 Unpaid leave

The employer may grant additional paid or unpaid leave if:

- Cultural custom and practices require a longer absence.
- Interstate or overseas travel is reasonably involved.

6.4.3 Employees may use any annual leave or accrued TOIL in lieu of unpaid bereavement leave. Employees may also use any long service leave entitlements, subject to the provisions of clause 6.7.

6.4.4 The employer may require an employee to demonstrate that a household or family relationship exists.

6.5 SPECIAL AND EMERGENCY LEAVE

In exceptional circumstances, the employer may grant special leave to an employee on whatever terms and conditions as the employer sees fit.

6.6 JURY SERVICE

6.6.1 Employees who are required to attend for jury service during ordinary working hours are entitled to be paid at ordinary time rates of pay for the period they would have worked had they not been on jury service.

6.6.2 If the employee receives any sitting fees for jury service, the employer may deduct these from the employee's ordinary rate of pay.

6.6.3 Employees must notify the employer as soon as possible of the date or dates on which they are required to attend for jury service.

6.6.4 If requested by the employer, the employee must provide:

- Proof of attendance at jury duties;
- Proof of the duration of jury duties; and
- Details of any monies received for jury service.

6.7 LONG SERVICE LEAVE

Employees are entitled to long service leave under the same provisions contained in the *Long Service Leave Act 1987* [SA] as amended from time to time.

6.8 PARENTAL LEAVE

6.8.1 Unpaid Maternity/Adoption Leave

Provisions for unpaid leave will be in accordance with the model clause attached to orders made by the Full (SA) Commission on 1/2/06 (as may be varied from time to time) in relation to the Work & Family Test Case 6803 Of 2005 [SA].

6.8.2 Paid Maternity/Adoption Leave

- (a) An employee who is not a casual employee and who has completed 12 months continuous service prior to the expected date of birth is eligible to apply for 8 weeks paid maternity leave.
- (b) An employee who is not a casual employee and who has completed 12 months continuous service before the date of taking custody of an adopted child is eligible to apply for 8 weeks paid adoption leave.
- (c) Paid maternity leave and paid adoption leave is granted to an employee on the following conditions:-
- Leave must be taken in a single unbroken period.
 - A combination of paid and unpaid leave must not exceed 52 weeks.
 - For paid adoption leave purposes, paid adoption leave is only available to the primary care giver and from the date the primary care giver takes custody of the child.
 - It is to be paid at an employee's base rate of pay (i.e. no shift or public holiday penalties or allowances).
 - It is not to be extended by public holidays, programmed days off or any other leave falling within the period of leave.
- (d) Part-time employees are entitled to the same provisions as full time employees on a pro-rata basis according to contracted hours.
- (e) During periods of paid or unpaid maternity leave personal (sick) leave with pay is not to be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

6.9 ADDITIONAL LEAVE

- 6.8.2 Full-time nurses (other than casual nurses) are entitled to five days' paid additional leave after every continuous working period of 12 weeks.
- 6.8.3 The additional leave entitlement is restricted to three weeks in total per year of service (calculated from the nurse's commencement date) and is not cumulative from year to year.
- 6.8.4 The timing of taking additional leave is subject to operational requirements, and by mutual agreement with the Clinical Manager, may be combined with annual

leave. If the additional leave is not taken at the time that it falls due, the leave may be taken at a later date, subject to subclause 6.9.2 above.

- 6.8.5 Absence on sick leave does not break the continuity of a working period but does not count towards it. Annual leave taken will break the continuity and will not count towards it.
- 6.8.6 The additional leave period will not be extended if a public holiday falls during the leave period or if the employee becomes sick while on additional leave.
- 6.8.7 Additional leave cannot be taken in advance and cannot be broken into periods of less than five working days.
- 6.8.8 When combining additional leave with annual leave, up to six weeks leave in total is the maximum that may be taken at one time.
- 6.8.9 In the event of concerns arising about the occupational health welfare and safety of a registered nurse due to workload issues, the Clinical Manager may direct a nurse to take additional leave, but not in conjunction with annual leave.

APPENDIX A – SALARIES

	Enrolled Nurse \$	RN Level 3 Band A \$	RN Level 3 Band B \$	RN Level 3 Band C \$
First pay period after certification of this Agreement	35,000	58,710	63,000	71,250
12 months from certification	36,050	60,480	64,890	73,388
24 months from certification	37,131	62,300	66,837	75,589

