



NURSES (SOUTH AUSTRALIAN LOCAL GOVERNMENT SECTOR) AWARD

This is a consolidated version of an award of the South Australian Employment Tribunal published pursuant to the provisions of the Fair Work Act 1994.

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 09:12:97 on and from

CLAUSE 1.1 TITLE

OPDATE 01:07:2011 on and from

This Award is known as the Nurses (South Australian Local Government Sector) Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 06:11:2019 on and from

This award is arranged as follows:-

1.2.1 By Part

SUBJECT MATTER

CLAUSE NUMBER

PART 1 - APPLICATION AND OPERATION OF AWARD

Title 1.1
Arrangement..... 1.2
Scope, Persons Bound & Locality..... 1.3
Commencement Date of Award & Duration 1.4
Definitions 1.5
Continuous Service..... 1.6

PART 2 - AWARD FLEXIBILITY

Enterprise Flexibility Provision..... 2.1

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

Introduction of Change..... 3.1
Dispute/Grievance Avoidance/Settling Procedures 3.2

PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

Anti-Discrimination..... 4.1
Contract of Hiring 4.2
Employment Categories 4.3
Termination of Employment..... 4.4
Redundancy 4.5
Transmission 4.6
Service Provisions (Termination, Change and Redundancy) 4.7

SUBJECT MATTER

CLAUSE NUMBER

PART 5 - WAGES AND RELATED MATTERS

Classification Criteria

Student Enrolled Nurse	5.1
Enrolled Nurses	5.2
Progression and Accelerated Advancement	5.2.8
Registered Nurses	5.3
Accelerated Advancement - Extra Qualifications	5.3.6
Occupational Health Nurses	5.4
Salaries	5.5, Schedule 1, Schedule 2
Paid Rates Award	5.5.1
Calculation of Salaries	5.5.2
Salary on Appointment	5.5.3
Higher Duties	5.5.4
Allowances	5.6
On-Call Allowance	5.6.1
Board and Lodging	5.6.2
Nurse In-Charge Allowance	5.6.3
Meal Allowance	5.6.4
Telephone Allowance	5.6.5
Payment of Salaries	5.7
Superannuation	5.8

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Ordinary Hours of Work (Other than Psychiatric Hospitals)	6.1
Continuous Work	6.1.2
Workcycle	6.1.3
Implementation of Working Hours	6.1.4
Rosters	6.1.5
Part-Time/Casual Limit	6.1.6
Senior Staff	6.1.7
Minimum interval between shifts	6.1.8
Changed Duty	6.1.9
Ordinary Hours of Work (Psychiatric Hospitals)	6.2
Breaks	6.3
Overtime	6.4
Shift work	6.5
Public Holiday Payment	6.6

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual Leave	7.1
Sick Leave	7.2
Bereavement Leave	7.3
Parental Leave	7.4
Carer's Leave	7.5
Public Holidays	7.6
Trade Association Training Leave	7.7
Leave to deal with Family and Domestic Violence	7.8

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

Travelling Expenses	8.1
---------------------------	-----

SUBJECT MATTER CLAUSE NUMBER

Leave to deal with Family and Domestic Violence	7.8
Majority Provision - Occupational Health Nurses.....	5.4.5
Occupational Health Nurses	5.4
Ordinary Hours of Work (Other than Psychiatric Hospitals)	6.1
Ordinary Hours of Work (Psychiatric Hospitals)	6.2
Overtime.....	6.4
Paid Rates Award	5.5.1
Parental Leave	7.4
Payment of Salaries	5.7
Post Basic Training	9.1
Posting of Award.....	11.1
Progression & Accelerated Advancement (Enrolled Nurses)	5.2.8
Public Holidays	6.6, 7.6
Recognition of Worksite Representatives.....	11.4
Redundancy	4.5
Registered Nurse - Classification Criteria	5.3
Right of Entry	11.3
Salaries	5.5, Schedules 1 & 2
Salary on Appointment.....	5.5.3
Scope, Persons Bound and Locality	1.3
Service Provisions (Termination, Change and Redundancy)	4.7
Shift Work	6.5
Sick Leave	7.2
Student Enrolled Nurses - Classification Criteria	5.1
Superannuation.....	5.8
Termination of Employment.....	4.4
Time and Wages Record	11.2
Title	1.1
Trade Association Training Leave	7.7
Transmission	4.6
Travelling Expenses	8.1
Uniforms.....	10.1

CLAUSE 1.3 SCOPE, PERSONS BOUND AND LOCALITY

OPDATE 01:07:2011 on and from

1.3.1 This Award is binding on the industry of the occupations of persons employed as nurses, midwives, or enrolled nurses who are registered, or entitled to be registered under the provisions of the *Nurses Act 1984*, and who are employed in nursing homes and/or aged care facilities operated by any municipal corporation or any corporation or district council in the State of South Australia, including subsidiaries or regional subsidiaries established pursuant to the Local Government Act.

1.3.2 This Award applies throughout the State of South Australia.

CLAUSE 1.4 COMMENCEMENT DATE OF AWARD AND DURATION

OPDATE 09:12:97 on and from

This Award was made on 20 day of December 1979, and continues in force until amended, rescinded or replaced.

CLAUSE 1.5 DEFINITIONS

OPDATE 06:11:2019 on and from

1.5.1 **The Act** means the *Fair Work Act 1994* (SA).

1.5.2 **Association** means the Australian Nursing and Midwifery Federation (SA Branch).

1.5.3 **Commission** means the South Australian Employment Tribunal, acting as an industrial relations commission.

1.5.4 **Health Unit** includes a hospital, rest home, nursing home, hostel for the aged and day care centre or convalescent home and organisations providing health services in a non-inpatient setting, schools, prisons, domiciliary settings.

1.5.5 **Holistic Home Care** means Jeanins Investments Pty. Ltd. as trustee for Holistic Home Care Trust.

1.5.6 **Home Nurse** means Home Support Services Pty Ltd.

1.5.7 **Nursing Agency** or **Bureau** means a service providing relieving staff to hospitals and health centres at a fee.

1.5.8 **Nursing Care** means activities undertaken by a nurse in order to:

1.5.8.1 assess the nursing needs of the individual patient/client, the family or community group.

1.5.8.2 develop a nursing care plan in association with the patient/client and/or their family and with other appropriate health professionals.

1.5.8.3 implement nursing care plans.

1.5.8.4 evaluate the effectiveness of the care provided in terms of the outcomes of the nursing intervention.

1.5.8.5 appropriately revise the plan of care.

1.5.9 **Programmed day off** means the accrued entitlement to a paid day off duty.

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

CLAUSE 1.6 CONTINUOUS SERVICE

OPDATE 09:12:97 on and from

1.6.1 Maintenance of Continuous Service

Except as otherwise indicated, service is deemed to be continuous despite:

1.6.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

1.6.1.2 absence of the employee from work for any cause by leave of the employer

1.6.1.3 absence from work on account of illness, disease or injury.

1.6.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee.

1.6.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, **the Act** or the Long Service Leave Act 1987.

1.6.1.6 interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

1.6.1.7 transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

1.6.1.8 interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

1.6.1.9 any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or no later than 14 days after the end of the period of absence.

1.6.2 Calculation of Period of Service

Where an employee's continuity of service is preserved under this Clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except to the extent that the employee receives or is entitled to receive pay for the period.

PART 2 - AWARD FLEXIBILITY

OPDATE 09:12:97 on and from

CLAUSE 2.1 AWARD FLEXIBILITY PROVISION

OPDATE 09:12:97 on and from

2.1.1 Enterprise Flexibility Provision

2.1.1.1 At each enterprise or worksite, consultative mechanisms and procedures will be established comprising representatives of the employer and employees. The *Association* will be entitled to be represented.

2.1.1.2 The particular consultative mechanisms and procedures will be appropriate to the size, structure and needs of the enterprise or worksite.

2.1.1.3 The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or worksite according to its particular needs.

2.1.1.4 Where an agreement is reached at an enterprise or worksite through such consultative mechanisms and procedures, and where giving effect to such agreement requires this Award, as it applies at the enterprise or worksite, to be varied, an application to vary must be made to the *Commission*. The agreement will be made available in writing, to all employees at the enterprise or worksite and to the *Association*.

2.1.1.5 When this Award is varied to give effect to an agreement made pursuant to this Clause the variation will become a schedule to this Award and the variation must take precedence over any provision of the Award to the extent of any expressly identified inconsistency.

2.1.1.6 The agreement must meet the following requirements to enable the *Commission* to vary this Award to give effect to it:

- (a) That the purpose of the agreement is to make the enterprise or worksite operate more efficiently according to its particular needs;
- (b) That the majority of employees covered by the agreement genuinely agree to it;
- (c) That the Award variation necessitated by the agreement meets the requirements of the "best interests of the employees" test set out at Section 79(1)(e) of *the Act*.

PART 3 - COMMUNICATION CONSULTATION & DISPUTE RESOLUTION

OPDATE 09:12:97 on and from

CLAUSE 3.1 INTRODUCTION OF CHANGE

OPDATE 09:12:97 on and from

3.1.1 Notification of Intended Changes

3.1.1.1 Where an employer has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have *significant effects* on employees, the employer must as soon as practicable notify the employees who may be affected by the proposed changes and their *Association*.

3.1.1.2 'Significant Effects' include :

- (a). termination of employment;
- (b). major changes in the composition, operation or size of the employer's workforce or in the skills required;
- (c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- (d). the alteration of hours of work;
- (e). the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Award makes provision for alteration of any of these matters, an alteration will be deemed not to have *significant effect*.

3.1.2 Consultation with Employees and their Association .

3.1.2.1 The employer must discuss with the employees affected and their Association, among other things:

- (a). the introduction of the changes referred to in 3.1.1.1;
- (b). the effects the changes are likely to have on employees;
- (c). measures to avert or mitigate the adverse effects of such changes on employees.

The employer must give prompt consideration to matters raised by the employees and/or their *Association* in relation to the changes.

3.1.2.2 The discussions must commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in 3.1.1.1.

3.1.2.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their *Association*:

- (a). all relevant information about the changes including the nature of the changes proposed; and
- (b). the expected effects of the changes on employees and any other matters likely to affect them.

Employers are not required to disclose confidential information disclosure of which, when looked at objectively, would be against the employer's interests.

CLAUSE 3.2 DISPUTE/GRIEVANCE AVOIDANCE/SETTLING PROCEDURES

OPDATE 09:12:97 on and from

3.2.1 Where a dispute concerning the operation of this Award arises, the following steps will be taken:

3.2.1.1 As soon as practicable after the issue or claim has arisen, it will be considered jointly by the appropriate supervisor, the employee or employees concerned and the *Association* worksite representative.

3.2.1.2 If the dispute is not resolved the issue or claim will be considered jointly by the appropriate senior representative of the employer in conjunction with the *Association* worksite representative who will attempt to settle the dispute.

3.2.1.3 If the dispute is not resolved the issue or claim will be considered jointly by the employer and an official of the *Association* who will attempt to settle the dispute.

3.2.1.4 If the dispute is not resolved the dispute may then be notified to the *Commission*. The parties may request the matter be dealt with by a member of the *Commission* who will attempt to resolve the dispute.

3.2.2 Without prejudice to either party, work will continue as normal during the progress of the dispute.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

OPDATE 09:12:97 on and from

CLAUSE 4.1. ANTI-DISCRIMINATION

OPDATE 09:12:97 on and from

- 4.1.1 It is the intention of the parties to this Award to achieve the principal object in section 3 (m) of *the Act* by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the Award provisions nor their operations are directly or indirectly discriminatory in their effects.
- 4.1.3 Nothing in the clause is to be taken to affect :
- 4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
- 4.1.3.2 until considered and determined further by the *Commission* the payment of different wages for employees who have not reached a particular age;
- 4.1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- 4.1.4 Nothing in this Clause is to be taken to prevent:-
- 4.1.4.1 A matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent and requirements of the particular position;
- 4.1.4.2 A matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 4.2 CONTRACT OF HIRING

OPDATE 09:12:97 on and from

- 4.2.1 The contract of hiring of every employee (other than casuals) will, in the absence of a written contract to the contrary, be hiring by the fortnight:
- 4.2.1.1 Employment will be terminated in accordance with the notice provisions of Clauses 4.4 and 4.5 which notice may be given at any time provided that the termination of the employment takes effect at the end of a days work or by the payment or forfeiture (as the case may be) of the salaries appropriate to the said notice period; but nothing will remove the employer's right at common law to dismiss an employee without notice for misconduct or other sufficient cause.
- 4.2.1.2 An employee who is justifiably dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

CLAUSE 4.3 EMPLOYMENT CATEGORIES

OPDATE 06:11:2019 on and from

- 4.3.1 **A Full-time Employee** is one engaged for an average of thirty eight ordinary hours per week and who is not engaged as a part-time or a casual employee.
- 4.3.2 **A Part-Time Employee** is an employee (other than a casual employee) who is engaged to work regularly for an average of fifteen ordinary hours or more per week but less than an average of thirty eight ordinary hours per week.

In determining the regularity or otherwise of employment, regard will be had to any period of four weeks.

Any hours worked by an employee to replace temporarily another employee absent from duty which are in addition to those for which the employee is normally rostered will not be taken into account.

4.3.2.1 Payment

For ordinary working hours a part-time employee must be paid the hourly rate defined for the work performed, and be entitled on a pro-rata basis to:

- (a) annual leave, sick leave and public holidays.
- (b) uniform allowances, if applicable, and as prescribed.

4.3.3 A *Casual Employee*: - is an employee engaged to work either;

- for less than an average of fifteen hours per week,

or

- for less than one month - if employed for fifteen hours or more each week,

or

- where the employee's ordinary hours vary from week, to week irrespective of the span of hours or the period of engagement, or

- as a replacement employee for a period not exceeding three months.

4.3.3.1 Casual Employees are not entitled to Annual Leave, Sick Leave or payment for Public Holidays not worked.

4.3.3.2 A Casual Employee is paid per hour at the hourly rate prescribed for the class of work performed, plus a loading of 25% in lieu of Annual Leave, Sick Leave or payment for Public Holidays not worked.

4.3.4 A *Replacement Employee* is one engaged for a specific period of time to replace a designated person. The period of time for which the employee is engaged together with any other special conditions of employment will be confirmed in writing at the time of appointment.

4.3.4.1 Where such employee is engaged for a period not exceeding three months in any one period the employee may be engaged and paid as a casual employee irrespective of the number of hours worked per week.

4.3.4.2 Where such employee is engaged for more than three months the employee must be engaged and paid as a full-time, part-time or casual employee in accordance with the appropriate provisions and definitions applicable.

CLAUSE 4.4 TERMINATION OF EMPLOYMENT

OPDATE 09:12:97 on and from

4.4.1 Notice of Termination by Employer

4.4.1.1 In order to terminate the employment of an employee, the employer must give the employee the following notice :-

Period of Continuous Service

Period of Notice

Not more than 3 years

At least 2 weeks

More than 3 years but not more than 5 years

At least 3 weeks

More than 5 years

At least 4 weeks

4.4.1.2 In addition to the notice in 4.4.1.1 employees over forty five years of age at the time of the giving of notice with not less than 2 years continuous service are entitled to additional notice of one week.

4.4.1.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.4.1.1 and/or 4.4.1.2 and/or 4.5.4 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

4.4.1.4 In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.

4.4.1.5 The period of notice in this Clause does not apply in the case of:-

- (a). dismissal for conduct that at common law justifies instant dismissal;
- (b). casual employees
- (c). employees engaged for a specific period of time; or
- (d). for a specific task or tasks.

4.4.2 Time Off During Notice Period

Where an employer has given notice of termination to an employee, the employee is entitled to up to 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

4.4.3 Statement of Employment

At the employee's request the employer must provide to an employee whose employment has been terminated a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.4.4 Payment In Lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service related entitlement of the employee.

4.4.5 Notice of Termination by Employee

In order to terminate employment an employee must give the employer 2 weeks notice

CLAUSE 4.5 REDUNDANCY

OPDATE 09:12:97 on and from

4.5.1 Definition

'*Redundancy*' in this Clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and '*redundant*' has a corresponding meaning.

4.5.2 Exclusions

4.5.2.1 This Clause does not apply to employees with less than 1 year's continuous service. The general obligation of employers should be no more than to give such employees an indication of the impending *redundancy* at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.

4.5.2.2 This Clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.5.3 Discussions before Termination

4.5.3.1 Where an employer has made a firm decision that the employer no longer requires the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer must have discussions as soon as practicable with the employees directly affected and with the *Association*. Discussions must include :

- (a). the reasons for the proposed terminations;
- (b). measures to avoid or minimise the terminations;
- (c). measures to mitigate the adverse effects of any terminations on the employees concerned.

4.5.3.2 For the purpose of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the *Association*, all relevant information about the proposed terminations, including :-

- (a). the reasons for the proposed terminations;
- (b). the number and categories of employees likely to be affected;
- (c). the number of workers normally employed; and
- (d). the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which, when looked at objectively, would be against the employer's interests.

4.5.4 Period of Notice of Termination on Redundancy

4.5.4.1 If the services of an employee are to be terminated due to *redundancy* such an employee must be given notice of termination as prescribed by Clause 4.4 of this Award.

4.5.4.2 Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged must be given not less than 3 months notice of termination.

4.5.4.3 Should the employer fail to give notice of termination as required in 4.5.4.1 or 4.5.4.2 in this Award the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the Long Service Leave Act , 1987.

4.5.5 Time Off During Notice Period

4.5.5.1 During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.5.5.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.5.6 Notification to Commonwealth Employment Service

Where a decision has been made to terminate the employment of an employee, or of employees, on account of *redundancy* the employer must notify the Commonwealth Employment Service accordingly as soon as possible, giving relevant information including :-

- a written statement of the reason(s) for the termination(s)
- the number and categories of the employees likely to be affected; and
- the period over which the termination(s) are intended to be carried out.

4.5.7 Severance Pay

4.5.7.1 In addition to the period of notice prescribed for termination in Clause 4.5.4.1 or 4.5.4.2 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 :

<i>Period of Continuous Service</i>	<i>Severance Pay</i>
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 over	8 weeks pay

4.5.7.2 The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

4.5.7.3 An employer may apply to the *Commission* for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part of it is already provided for or included in the contributions which the employer has made over an above those required by law to a superannuation scheme and which are paid or payable to the employee on *redundancy* occurring.

4.5.8 Incapacity To Pay

An employer may make application to the *Commission* for an order to have the severance pay prescription varied on the basis of the employer's incapacity to pay.

4.5.9 Alternative Employment

An employer may make application to the *Commission* to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.5.10 Written Notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following :-

4.5.10.1 the date and time of the proposed termination of the employee's employment;

4.5.10.2 details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;

4.5.10.3 advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and

4.5.10.4 advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.5.11 Transfer to Lower Paid Duties

Where an employee whose job has become *redundant* accepts an offer of alternative work by the employer the rate of pay for which 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 the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

4.5.12 Employee Leaving During Notice

An employee whose employment is terminated on account of *redundancy* may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this Clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

CLAUSE 4.6 TRANSMISSION

OPDATE 09:12:97 on and from

4.6.1 Transmission of Business

This Clause applies where a business, undertaking or establishment, or any part of it, has been transmitted from an employer (*'the transmittor'*) to another employer (*'the transmittee'*).

'Transmission' without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. *'Transmitted'* has a corresponding meaning.

4.6.2 Acceptance of Employment with Transmittee

Subject to further order of the *Commission* where a person who at the time of the *transmission* was an employee of the *transmittor* in that business, undertaking, establishment, or part thereof becomes an employee of the *transmittee*;

4.6.2.1 The period of service which the employee has had with the *transmittor* or any prior *transmittor* shall be deemed to be service of the employee with the *transmittee* for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and

4.6.2.2 The provisions of Clause 4.5 do not apply in respect of the termination of the employee's employment with the *transmittor*.

4.6.3 Offer of Employment with the Transmittee

An employee is not entitled to benefits under Clause 4.5 in respect of termination of employment resulting from *transmission* of the business, undertaking, establishment or part of it if:

4.6.3.1 The employee is offered employment by the *transmittee*;

4.6.3.2 The offer is made before the *transmission* of the business, undertaking, establishment or part thereof;

4.6.3.3 The terms and conditions of the new employment offered;

4.6.3.3.1 are not substantially different from those applying to the employment with the transmittor; or

4.6.3.3.2 are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and

4.6.3.4 The employee unreasonably refuses to accept the offer.

CLAUSE 4.7 SERVICE PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)

OPDATE 09:12:97 on and from

4.7.1 Continuity of Service

For the purpose of Clauses 4.4 and 4.5 'service' means continuous service as prescribed in Clause 1.6.

4.7.2 Service with Two or More Corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 50 of the Corporations Law, the service of the employee with each such corporation must be included in the calculation of the employee's continuous service for the purpose of determining the employee's entitlements according to Clauses 4.4 and 4.5.

PART 5 - WAGES AND RELATED MATTERS

OPDATE 09:12:97 on and from

CLAUSE 5.1 STUDENT ENROLLED NURSE

OPDATE 09:12:97 on and from

Student Enrolled Nurse means: an employee who in order to become enrolled as an Enrolled General Nurse is being educated in a school for the education of Enrolled General Nurses approved by the Nurses Board of South Australia.

CLAUSE 5.2 ENROLLED NURSE

OPDATE 09:12:97 on and from

Enrolled Nurse means: 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 registered nurse or midwife; and

who is subject to the regulations and/or by-laws of the Nurses Board of South Australia and who holds a current practising certificate.

5.2.1 **Pay Point Y1** means the pay point to which an employee will be appointed as an **enrolled nurse**, based on:

5.2.1.1 **Training and Experience**, which includes:

(a) having satisfactorily completed a hospital based course of training in nursing of not more than twelve months duration leading to enrolment as an enrolled nurse;

or

(b) having satisfactorily completed a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board;

and

(c) having practical experience of up to but not more than twelve months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time,

and

5.2.1.2 Nursing skills and knowledge which the employee possesses and may be required to utilize at this pay point.

Skill Indicators at this pay point are as follows:

The employee

(a) has limited or no practical experience of current situations;

and

(b) exercises limited discretionary judgement, not yet developed by practical experience.

5.2.2 **Pay Point Y2** means the pay point to which an employee will be appointed as an **enrolled nurse** or progress from Pay Point Y1, having been assessed as being competent at Pay Point Y1. This assessment will be based on:

5.2.2.1 **Training and Experience**, which includes:

(a) having satisfactorily completed a hospital based course of general training in nursing of more than twelve months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an **enrolled nurse**;

or

(b) not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for Pay Point Y1;

and

(c) the undertaking of in-service training, subject to its provision by the employing agency, from time to time;

and

5.2.2.2 Nursing skills and knowledge which the employee possesses and may be required to utilize at this pay point.

Skill Indicators at this pay point are as follows:

The employee is required to demonstrate some of the following skills in the performance of their work:

(a) a developing ability to recognise changes required in nursing activity and in consultation with the registered nurse, implement and record such changes, as necessary; and/or

(b) is able to relate to theoretical concepts and in determining priorities;

5.2.3 **Pay Point Y3** means the pay point to which an employee will be appointed as an **enrolled nurse** or progress from Pay Point Y2, having been assessed as being competent at Pay Point Y2. This assessment will be based on:

5.2.3.1 **Training and Experience**, which includes:

(a) Not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for Pay Point Y2;

and

(b) The undertaking of in-service training, subject to its provision by the employing agency, from time to time, and

5.2.3.2 Nursing skills and knowledge which the employee possesses and may be required to utilize at this pay point.

Skill Indicators at this pay point are as follows:

The employee is required to demonstrate some of the following in the performance of their work:

(a) an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision; and/or

(b) the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or

(c) demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice, and/or

(d) uses communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

5.2.4 **Pay Point Y4** means the pay point to which an employee will be appointed as an **enrolled nurse** or progress from Pay Point Y3, having been assessed as being competent at Pay Point Y3. This assessment will be based on:

5.2.4.1 **Training and Experience**, which includes:

(a) Not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for Pay Point Y3;

and

(b) the undertaking of in-service training, subject to its provision by the employing agency, from time to time,

and

5.2.4.2 Nursing skills and knowledge which the employee possesses and may be required to utilise at this pay point.

Skill Indicators at this pay point are as follows:

The employee is required to demonstrate some of the following in the performance of their work:

- (a) speed and flexibility in accurate decision making; and/or
- (b) organises own workload and sets own priorities with minimal direct supervision; and/or
- (c) uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- (d) uses communication and interpersonal skills to meet psycho-social needs of individual/groups.

5.2.5 **Pay Point Y5** means the pay point to which an employee will be appointed as an **enrolled nurse** or will progress from Pay Point Y4, having been assessed as being competent at Pay Point Y4. This assessment will be based on:

5.2.5.1 **Training and Experience**, which includes:

- (a) Not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for Pay Point Y4;

and

- (b) undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time,

and

5.2.5.2 Nursing skills and knowledge which the employee possesses and may be required to utilize at this pay point.

Skill Indicators at this pay point are as follows:

The employee is required to demonstrate all of the following in the performance of the work:

- (a) contributes information in assisting the registered nurse(s) with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;

- (b) responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision;

and

- (c) demonstrating efficiency and sound judgement in identifying situations requiring assistance from a registered nurse.

5.2.6 **Inservice** training means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the employing agency, which contribute to an employee's professional development and efficiency by:

5.2.6.1 the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or

5.2.6.2 reducing the degree of direct supervision required by the employee; and/or

5.2.6.3 enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

5.2.7 **Supervision** means the oversight, direction, instruction, guidance and/or support provided to an employee by the registered nurse responsible for ensuring such an employee is not placed in situations where required to function beyond the preparation and competence. Specifically:

(a) direct supervision means the employee works side by side continuously with a registered nurse responsible for observing and directing their activities in circumstances where, in the judgement of the registered nurse such an arrangement is warranted in the interests of safe and/or effective practice;

(b) indirect supervision means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse in circumstances where, in the judgement of the registered nurse accountable for such delegation, direct supervision of the employee is not required.

5.2.8 Progression and Accelerated Advancement - Enrolled Nurses

5.2.8.1 Pay Point Progression

(a) Employees will progress on their annual anniversary date from one pay point to the next, having regard to Clause 5.5.2 and subject also to the acquisition and utilisation of skills and knowledge through experience as defined in Clause 5.2 in their practice setting(s) over such period.

(b) An employee's progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each pay point in Clause 5.2 herein, and is not unreasonably nor arbitrarily imposed by the employer. It will be considered unreasonable if the employer has refused to provide training and/or opportunities to work in various practice settings in the employer's establishment.

(c) Appeal and Review

An employee may appeal a deferral or refusal. Where such an appeal results in a revocation of the employer's decision, pay point progression is to be deemed to operate and be payable from the employee's anniversary date for such progression.

(d) An employer or employee may initiate a review of a deferral or refusal of a progression.

Where this review lifts the deferral or refusal, it will operate from such date, where circumstances have changed so that the employee appropriately falls within the terms specified for the next pay point as defined in Clause 5.2.

(e) An appeal or review, for the purposes of this subclause, will be undertaken and resolved in accordance with Clause 3.2 of this Award.

5.2.8.2 Accelerated Advancement - Extra Qualifications

(a) An employee (other than an enrolled nurse appointed in their first year of experience at Pay Point Y2 pursuant to Clause 5.2.2 of this Award), will be entitled to accelerated advancement by one pay point:

for possession of a post enrolment qualification recognised by the employer;

or

on completion of a post enrolment course of at least 6 months duration, where such an employee is required to perform duties to which such training is directly relevant.

(b) An employee who has advanced in accordance with paragraph (a) of this subclause will not be entitled to further accelerated advancement pursuant to this subclause.

5.2.8.3 Recognition of Training, Experience and Skill

All relevant training, experience and skills as an enrolled nurse other than such experience pre-dating any break of five or more consecutive years, will be counted for the purposes of determining the appropriate pay point on appointment for employees appointed thereafter [as per memorandum of understanding in Appendix (A)].

CLAUSE 5.3 REGISTERED NURSE

OPDATE 09:12:97 on and from

5.3 **Registered Nurse** means: an employee who is registered by the Nurses Board of South Australia as a Registered General Nurse and who holds a current practising certificate.

5.3.1 Registered Nurse Level 1

means a Registered Nurse who

- according to the employee's level of competence; and
- under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction;

is required to perform general nursing duties which include, but are not confined to:

5.3.1.1 delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;

5.3.1.2 coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;

5.3.1.3 providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;

5.3.1.4 providing support, direction and education to newer or less experienced staff, including enrolled general nurses, and student enrolled nurses;

5.3.1.5 accepting accountability for the employee's own standards of nursing care and service delivery;

5.3.1.6 participating in action research and policy development within the practice setting;

and

5.3.1.7 Relieving "Clinical Nurses" as described in or subject to higher duties clause 5.5.4.

5.3.2 Registered Nurse Level 2

means a Registered Nurse who holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee appointed at this level (to be known as a "Clinical Nurse") is required in addition to the duties of a Registered Nurse (Level 1), to perform duties delegated by a "Clinical Nurse Consultant" or higher level classification, and clinical nursing duties which will substantially include, but are not confined to:

5.3.2.1 delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;

5.3.2.2 providing support, direction, orientation and education to Registered Nurses (Level 1), enrolled general nurses, student nurses and student enrolled nurses;

5.3.2.3 being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the "Clinical Nurse Consultant";

5.3.2.4 acting as a role model in the provision of holistic care to patients or clients in the practice setting;

5.3.2.5 assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting;

and

5.3.2.6 subject to Clause 5.5.4, relieving Registered Nurses (Level 3) as required.

5.3.3 Registered Nurse Level 3

means a Registered Nurse who holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee appointed at this level (to be known as a "Clinical Nurse Consultant" according to practice setting and patient or client group, "Nurse Manager" or a "Nurse Educator") is required in addition to the duties of a Registered Nurse (Level 2):

5.3.3.1 in the case of all employees appointed as Registered Nurses (Level 3), subject to Higher Duties Clause 5.5.4, to relieve Registered Nurses (Level 4) as required;

5.3.3.2 in the case of a Clinical Nurse Consultant to perform duties which will substantially include but are not confined to:

(a) providing leadership and role modelling, in collaboration with others including the "Nurse Manager" and the "Nurse Educator", particularly in the areas of action research and quality assurance programs; staff and patient/client education; staff selection, management, development and appraisal; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

(b) delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;

(c) coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and

(d) coordinating or managing nursing or multi-disciplinary service teams providing acute nursing and community services.

5.3.3.3 in the case of a "Nurse Manager", to perform duties which will substantially include, but are not confined to:

(a) providing leadership and role modelling, in collaboration with others including the "Clinical Nurse Consultant" and the "Nurse Educator", particularly in the areas of action research and quality assurance programs, staff selection and education, allocation and rostering of staff, occupational health, and initiation and evaluation of research related to staff and resource management; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;

(b) being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and

(c) managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

5.3.3.4 in the case of a "Nurse Educator", to perform duties which will substantially include, but are not confined to:

(a) providing leadership and role modelling, in collaboration with others including the "Clinical Nurse Consultant" and the "Nurse Manager", particularly in the areas of action research, implementation and evaluation of staff education and development programs, staff selection, and implementation and evaluation of patient or client education programs; participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care; and

(b) being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

5.3.4 Registered Nurse Level 4

means a Registered Nurse who holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee appointed at this level (to be known as an "Assistant Director of Nursing (Clinical)", "Assistant Director of Nursing (Management)", or "Assistant Director of Nursing (Education)") is required, in addition to the duties of a Registered Nurse (Level 3):

5.3.4.1 in the case of any employee appointed as a Registered Nurse (Level 4), subject to higher duties Clause 5.5.4 to relieve the Director of Nursing as required.

5.3.4.2 in the case of an "Assistant Director of Nursing (Clinical)" to perform duties which will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the "Assistant Director of Nursing (Management)" and "Assistant Director of Nursing (Education)", particularly in the areas of selection of staff within the employee's area of responsibility, provision of appropriate education programs, and co-ordination and promotion of clinical research projects; participating as a member of the nursing executive team; and contributing to the development of nursing and health care unit policy; for the purpose of facilitating the provision of quality nursing care;
- (b) managing the activities of, and providing leadership, coordination and support to, a specified group of "Clinical Nurse Consultants";
- (c) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- (d) being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- (e) being accountable for clinical operational planning and decision making for a specified span of control; and
- (f) being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

5.3.4.3 in the case of an "Assistant Director of Nursing" (Management), to perform duties which will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in collaboration with others including the "Assistant Director of Nursing (Clinical)" and "Assistant Director of Nursing (Education)", particularly in the areas of selection of staff within the employee's area of responsibility, and co-ordination and promotion of nursing management research projects; participating as a member of the nursing executive team; and contributing to the development of nursing and health care unit policy; for the purpose of facilitating the provision of quality nursing care;
- (b) managing the activities of, and providing leadership, co-ordination and support to, a specified group of "Nurse Managers";
- (c) being accountable for the effective and efficient management of human and material resources within a specified span of control;
- (d) being accountable for the development and co-ordination of nursing management systems within a specified span of control; and
- (e) being accountable for the structural elements of quality assurance for a specified span of control.

5.3.4.4 in the case of an "Assistant Director of Nursing (Education)" to perform duties which will substantially include, but are not confined to:

- (a) providing leadership and role modelling, in conjunction with others including the "Assistant Director of Nursing (Clinical)" and the "Assistant Director of Nursing (Management)", particularly in the areas of selection of staff within the employee's area of responsibility, and co-ordination and promotion of nurse education research projects; participating as a member of the nursing executive team; and contributing to the development of nursing and health care unit policy; for the purpose of facilitating the provision of quality nursing care.
- (b) managing the activities of, and providing leadership, co-ordination and support to a specific group of "Nurse Educators";

- (c) being accountable for the standards and effective co-ordination of education programs for a specified population;
- (d) being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- (e) being accountable for the management of educational resources including their financial management and budgeting control; and
- (f) undertaking career counselling for nursing staff.

5.3.4.5 Where significant and demonstrable reasons exist for two or more of these functions to be combined the employer will seek the agreement of the *Association*.

5.3.5 Registered Nurse Level 5

means a Registered Nurse who holds any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

5.3.5.1 An employee appointed at this level (to be known as Director of Nursing) is required to perform duties which will substantially include, but are not confined to:

- (a) being accountable for the standards of nursing care for the health unit and for Coordination of the nursing service of the health unit;
- (b) participating as a member of the executive of the health care unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- (c) providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- (d) providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management; and generally advocating for the interests of nursing to the executive team of the health unit;
- (e) managing the budget of the nursing division of the health unit;
- (f) ensuring that nursing services meet changing needs of clients or patients through proper strategic planning; and
- (g) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession;
- (h) being licensed, in the case of Nursing Homes or Hostels under the relevant state legislation, as manager of the hostel or nursing home.

5.3.6 Accelerated Advancement - Extra Qualifications

5.3.6.1 Extra Qualifications Allowance

Subject to subclause 5.3.6.2 a Registered Nurse Level 1 will be entitled to progress one increment on that person's first appointment following registration with the Nurses Registration Board of South Australia, or at any one time during that person's employment history as a Registered Nurse Level 1, on attainment of the following:

- (a) An Undergraduate 1 (UG1) degree in nursing; or
- (b) registration in another branch of nursing or on another nursing register maintained by the Nurses Registration Board of South Australia where the employee is working in a particular practice setting which required the additional registrations; or
- (c) successful completion of a post-registration course of at least 12 months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

5.3.6.2 A Registered Nurse Level 1 who has been advanced once in accordance with subclause 5.3.6.1 contained herein will not be entitled to further advancement under this clause.

CLAUSE 5.4 OCCUPATIONAL HEALTH NURSES

OPDATE 09:12:97 on and from

5.4.1 **OCCUPATIONAL HEALTH** includes, but is not necessarily confined to :

- 5.4.1.1 Maintenance of appropriate records relating to the activities of the Occupational Health unit and services to clients.
- 5.4.1.2 Rehabilitation of injured workers.
- 5.4.1.3 Preventative action in relation to occupational hazards that may lead to injury and/or illness.
- 5.4.1.4 Immediate and continuing treatment of occupational injuries and/or illness.
- 5.4.1.5 Health promotion.
- 5.4.1.6 Counselling of clients on health related matters.

5.4.2 Occupational Health Nurse Level One

means a Registered General Nurse with at least four year's post registration experience who performs duties in relation to Occupational Health consistent with:

- 5.4.2.1 Giving direct nursing care to a group of clients.
- 5.4.2.2 Assessing nursing care need of clients.
- 5.4.2.3 Participating in provision of education to clients.

5.4.3 Occupational Health Clinical Nurse Level Two

5.4.3.1 means a Registered General Nurse with at least four years' post registration experience who performs duties in connection with Occupational Health which are more complex than the duties performed by an Occupational Health Nurse (Level 1). These duties may include, but are not necessarily confined to the prevention of injury/illness, rehabilitation and occupational hazard identification.

5.4.3.2 Appointment to Level 2 of the salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Payment at this level will be commence when the employer receives reasonable proof from the employee that the qualification has been obtained. Onus of proof will rest with the employee.

5.4.3.3 Senior Occupational Health Nurse (Level 2)

means a Registered General Nurse with at least five years' post registration experience who,

- co-ordinates the Occupational Health Nursing Service,
- and
- provides support and direction to four or less Occupational Health Nurses and/or Occupational Health Clinical Nurses.

5.4.4 Occupational Health Nurse Consultant Level Three

means a Registered General Nurse with at least five years' post registration experience who,

- Co-ordinates the Occupational Health Nursing Service,
- and
- Provides support, and direction to five or more Occupational Nurses and/or Occupational Health Clinical Nurses.

5.4.5 Application of Award - Majority Provision

An Occupational Health Nurse is entitled to the same conditions of employment as those provided by the Principal Award (where more than one applies in an establishment), or agreement, applicable to the general body of employees in the establishment in which they are employed, but the minimum salaries of Schedule 1, the allowances provided in Clauses 5.6.1, 5.6.2 and 5.6.5 and the provisions of Clause 5.3.6 will apply. Additionally, the following provisions of this Award must also apply:

- Uniforms (Clause 10.1).
- Sick Leave (Clause 7.2).
- Travelling Expenses (Clause 8.1)

CLAUSE 5.5 SALARIES

OPDATE 09:12:97 on and from

5.5.1 The annual salaries to be paid to employees will be in accordance with the rates set out in Schedule 1 or Schedule 2 of this paid rates Award.

5.5.2 Calculation of Salaries

5.5.2.1 Conversion of Annual Salaries to Hourly Rates

Where, for the purpose of any provision of this Award, it is necessary to convert an annual salary into an hourly rate, it will in every instance, be ascertained by using the following formula; multiply the Annual Rate by 12 divide by 313, calculated to the nearest ten cents and divided by 76.

5.5.2.2 Incremental Payments

An employee may be entitled to increments for service in their classification in accordance with the following scale ;

- (a) where the employee works for less than 15 hours per week - no increment.
- (b) where the employee works for 15 hours or more per week and up to and including 25 hours per week - after 24 months on the salary for that year of experience.
- (c) Where the employee works for more than 25 hours per week up to and including 35 hours per week - after 18 months on the salary for that year of experience.

(d) Where the employee works for more than 35 hours per week but less than thirty eight hours per week - after twelve months on the salary for that year of experience.

5.5.3 Salary on Appointment

5.5.3.1 A Registered Nurse, on appointment will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming a Registered Nurse.

5.5.3.2 Any employee who was employed as a Nurse Attendant/Direct Client Contact Services employee immediately prior to undertaking a recognised course of study to become an Enrolled General Nurse and who is recognised as an Enrolled General Nurse by the Nurses Board of South Australia must, on appointment as an Enrolled General Nurse, receive a rate of pay within the Enrolled General Nurse salary scale which is consistent with the recognition of relevant training, experience and skill gained immediately prior to undertaking the recognised Enrolled General Nurse training course.

5.5.3.3 For the purpose of subclause 5.5.3.1 and 5.5.3.2 hereof, in determining relevant continuous experience:

- (a) any period of service prior to an absence of less than five years from active nursing duties relevant to the classification in which the employee is employed, or is to be employed, will be taken into account;
- (b) any period of service prior to an absence of five years or more from active nursing duties relevant to the classification in which the employee is employed or is to be employed, will be taken into account where the employee has successfully completed a "Refresher Course" approved by the Nurses Board of South Australia, but will be subject to a reduction of one year on the relevant incremental scales;
- (c) completed months will be taken into account;
- (d) recognised service averaging less than fifteen hours per week in any year will not count, but be regarded as establishing continuous employment;
- (e) recognised service in a classification higher than that in which the employee is employed or is to be employed is that service directly relevant to the duties performed or to be performed; and
- (f) the onus of proof of previous continuous employment will be on the employee and be established at the time of employment. An employer will, when provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience.
- (g) If an employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service misrepresented will be disregarded in calculating the employee's position on the relevant incremental scale. When non-disclosure is not by virtue of deliberate misrepresentation previous continuous experience will only be taken into account in determining the employee's position on the relevant scale from the time that it is made known to the employer.

5.5.4 Higher Duties

An employee who is required to perform the duties of a position carrying higher salary than their normal classification will be paid for the time worked in each position at the relevant rate fixed by the Award.

CLAUSE 5.6 ALLOWANCES

OPDATE 01:07:2019 1st pp on or after (clause 5.6.1)

5.6.1 On-call Allowance

5.6.1.1 Employees, other than Registered Nurses Level 4 or Level 5, rostered to be on-call at their private residence, or any other mutually agreed place between rostered shifts of ordinary hours on a Monday to Friday inclusive, must receive an additional amount of \$19.90 for the period or part thereof.

5.6.1.2 Employees, other than Registered Nurses Level 4 or Level 5, rostered to be on-call at their private residence, or any other mutually agreed place on a Saturday must receive an additional amount of \$29.60 for the period or part thereof.

5.6.1.3 Employees, other than Registered Nurses Level 4 or Level 5, rostered to be on-call at their private residence, or any other mutually agreed place on a Sunday, public holiday or any other day and is not rostered to work must receive an additional amount of \$34.40 for the period or part thereof.

5.6.1.4 Employees, other than Registered Nurses Level 4 or Level 5, rostered to be on-call and recalled to duty must, in addition to the rates prescribed in the above Clauses, be entitled to receive normal overtime provisions in accordance with the provisions of Clause 6.4. Overtime.

5.6.1.5 Employees rostered to be on-call for a period spanning two days over which two different on-call allowances apply, must receive payment which is equal to the allowance payable for the day attracting the higher allowance.

5.6.1.6 Employees required to be on-call must be reimbursed all expenses actually and reasonably incurred in attending for duty and return home when called in. If the employee is required to use a private vehicle, the employee must be reimbursed at the rate per kilometre shown in Clause 8.1.2. Travelling time from the normal place of residence and return must be deemed to be time worked.

5.6.2 Board and Lodging

5.6.2.1 The charge for Full Board and Lodging provided to an employee by the employer must be \$51.90 per week for Registered Nurses and \$44.00 per week for all other employees.

Except that by mutual agreement lodging only will be available at \$27.40 per week for Registered Nurses and \$21.40 per week for all other employees.

5.6.2.2 Except where provided in clause 5.6.2.3, where the employer provides meals only to an employee the following charges will apply:

	\$	
Lunch and Dinner	4.80	per main course
	0.84	for soup
	1.57	for sweets
Breakfast	3.55	per meal

5.6.2.3 An employee who is normally provided with board and lodging and is in the nurses' sick quarters,

* will be charged for board and lodging when granted sick leave with pay

* will not be charged for board and lodging when absent from the hospital for more than one day on annual leave, sick leave, long service leave or leave without pay.

5.6.2.4 The amounts prescribed in 5.6.2.1 and 5.6.2.2, may be deducted from the salaries of the employees by mutual agreement.

5.6.3 Nurse In Charge Allowance

A Registered Nurse (Level 1) or Level 2 (Clinical Nurse) directed by the employer to take charge of a health unit, on a Saturday, Sunday, Public Holiday, or between the hours of 6.00pm and 8.00am on any day, will:

5.6.3.1 If in charge of a worksite of 180 beds or greater, be paid an allowance to bring the employee's substantive rate of pay per hour to that of a Registered Nurse Level 3, First year of service.

5.6.3.2 If in charge of a worksite of 100 beds or more but less than 180 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of a Registered Nurse Level 2, Third year of service.

5.6.3.3 If in charge of a worksite of greater than 60 beds but less than 100 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of a Registered Nurse Level 2, Second year of service.

5.6.3.4 If in charge of a worksite of less than 60 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of a Registered Nurse Level 2, First year of service.

5.6.4 Meal Allowance

If an employee is not able to leave the premises during an unpaid meal break as prescribed in Clause 6.3 or is otherwise unable to take an unpaid meal break free of all duty they will receive allowance as follows:

5.6.4.1 Monday to Friday:- \$6.75 per half hour of the meal break;

or

5.6.4.2 Saturdays, Sundays and Public Holidays: - \$8.78 per half hour of the meal break.

Should an employee in receipt of such an allowance be recalled to work the provisions of 6.3.3 will apply.

5.6.5 Telephone Expenses

5.6.5.1 Telephone expenses reasonably incurred by an employee with the authority of the employer must be reimbursed.

5.6.5.2 The additional payments prescribed by this Clause do not form part of the employee's ordinary pay for the purpose of this Award.

CLAUSE 5.7 PAYMENT OF SALARIES

OPDATE 09:12:97 on and from

5.7.1 Salaries must be paid fortnightly, unless there is a written contract to the contrary in which case the period is limited to a monthly maximum period.

5.7.1.1 The payment of salaries must be in cash, or where the employee provides a written authority to the employer by cheque or by electronic funds transfer.

5.7.2 Upon termination of the employment, salaries due to an employee must be paid to the employee on the day of such termination or forwarded to the employee by post on the next working day.

5.7.3 Employers must provide each employee in a written form at the time when salaries are paid, particulars as follows:

5.7.3.1 Gross earnings of salaries including overtime and other earnings;

5.7.3.2 Any amount paid as overtime;

5.7.3.3 The amount deducted for tax;

5.7.3.4 Particulars of other deductions;

5.7.3.5 The net amount paid;

5.7.3.6 The number of hours worked during that pay period and the hourly or fortnightly rate paid.

5.7.4 An employee who is rostered off duty on a pay day must be paid either

5.7.4.1 during working hours before completing duty prior to the pay day;

or

5.7.4.2 on the employee's next rostered period of duty,

5.7.5 The employee's salary must be available for collection on the pay day when requested by the employee.

CLAUSE 5.8 SUPERANNUATION

OPDATE 06:11:2019 on and from

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK.

OPDATE 09:12:97 on and from

CLAUSE 6.1 ORDINARY HOURS OF WORK (OTHER THAN PSYCHIATRIC HOSPITALS)

OPDATE 09:12:97 on and from

6.1.1 The maximum ordinary hours of work is an average of thirty eight per week, to be worked according to roster.

6.1.2 Continuous Work

Except for meal breaks and for an additional break if required, the ordinary hours of work for employees will generally be continuous and will not exceed ten hours per day or shift. Employees of *Home Nurses* and *Holistic Home Care* however, may work their hours in a non-continuous shift given the special circumstances associated with their work organisation.

6.1.2.1 A shift must not exceed eight ordinary hours of work (exclusive of meal breaks and any additional breaks) unless research and trials have established the efficiency and effectiveness of such shifts in relation to health unit operations and have assessed the impact of such shifts on the quality of nursing services and the occupational health of employees, and unless there is agreement with the majority of employees affected by changes in shift length and there has been consultation with the relevant *Association*;

and

6.1.2.2 The provisions of this subclause as they relate to shift length may be set aside for specified periods of time by agreement between the health unit and the majority of employees affected by changes in shift length and after consultation with the relevant *Association*, to allow research and trials of the nature prescribed in this subclause relating to shift lengths.

6.1.2.3 These provisions do not apply to employees engaged on night shift for up to ten hours per shift.

6.1.3 Workcycle

The ordinary hours of work of a full-time employee will be worked on the basis of either;

6.1.3.1 152 hours within a work cycle not exceeding 28 consecutive days, in the case of an employee working not more than eight ordinary hours on each shift.

In such case, no full-time employee is required to work in ordinary hours for more than eighty hours per fortnight.

or

6.1.3.2 760 hours within a workcycle not exceeding 140 consecutive days, for an employee working extended night shifts of between eight and ten ordinary hours each.

Where staff rotate through day, afternoon, and extended night shifts, the ordinary hours of duty may be worked by a combination of the provisions of this subclause. All time worked in excess of eight hours on a rostered extended night shift will be a 'credit' towards a *Programmed day off*.

6.1.4 Implementation of Working Hours**6.1.4.1 Average Wages**

An employee whose ordinary hours are more or less than thirty eight in any particular week of a work cycle, will be paid on the basis of an average of thirty eight ordinary hours so as to avoid fluctuating wage payments each week.

(a) Except as provided in subclauses 6.1.3 and 6.1.4.3, the ordinary hours of work will be an average of thirty eight per week to be worked in accordance with Clause 6.1.2.1 and 6.1.2.2.

(i) The method of implementation of working hours will be by rostering employees on various days of the week so that each employee works in accordance with subclause 6.1.2, and will have at least, one *programmed day off* during each twenty eight day roster cycle.

(ii) Registered nurses undertaking post-basic courses, who do not accrue time towards a *programmed day off* during a period in block training of one week or longer, time will be accrued during other periods in accordance with subclause 6.1.4.3.

(iii) By mutual agreement between the employer and the employee concerned, a full time employee may work an average of thirty eight ordinary hours per week in a manner other than a *programmed day off*, by either having one shift in each week of less than eight ordinary hours, or by having one shift in each two week period of less than eight hours duration.

The day or days on which these shorter shifts will be worked must be mutually agreed between the employer and the employee.

6.1.4.2 Banking of *Programmed days off*.

(a) At any time, a full time employee may seek to defer or "bank" for up to six months any *programmed day off* which becomes due as a result of this subclause, such deferral or "banking" is only by mutual agreement between the employer and the employee.

(b) No more than five *Programmed days off* may be banked at any given time.

(c) Deferred *Programmed days off* may be taken as single days or as a block in a manner mutually agreed between the employer and employee.

(d) If agreement cannot be reached as to how this time off should be taken the employer may at two weeks notice inform the employee of the way in which the time off must be taken.

6.1.4.3 Employees on Block Training

(a) BLOCK TRAINING means a period of training of one week or longer being undertaken by Nurses.

(b) In respect of nurses undertaking post basic courses whilst engaged in block training, the ordinary hours of work will be forty per week. Time spent in block training in excess of thirty eight hours per week will not accrue towards *Programmed days off*.

(c) Where such an employee has not accrued sufficient hours for a full *programmed day off* by virtue of attendance at block training, a *programmed day off* may still be rostered within that work cycle without deduction from average wage with the employee carrying forward the appropriate number of debit hours into the subsequent work cycle(s). This debit will be carried forward until such time as, by virtue of attendance at further periods of block training or as a consequence of the provisions elsewhere provided in this Award, the employee again has accrued less than the required hours credit necessary for a *programmed day off*. When this occurs, the appropriate number of hours credit will be reduced in order to counteract the debit hours owing, and a *programmed day off* will not be rostered for the employee during that particular cycle. Any hours in credit/debit remaining will be carried forward into the subsequent work cycle(s).

6.1.4.4 Extended Night Shift Employees

A full-time employee, other than one exempted under Clause 6.1.7, who is engaged to work an extended night shift of between eight and ten ordinary hours is entitled to at least four *Programmed days off* in each twenty week period, such days off to be nominated by the employer in accordance with the rostering provisions in Clause 6.1.5.

6.1.4.5 Effect of Leave Without Pay

(a) Employees Working Eight-Hour Shifts

Employees who are absent from duty on leave without pay for a whole day will, for each day absent lose average wages for that day calculated by deducting seven hours and thirty six minutes from the average weekly wage.

Employees who are on leave without pay for a whole day will not accrue a 'credit' because they would not have worked ordinary hours that day in excess of seven hours and thirty six minutes for which payment would otherwise have been paid.

(b) Employees Working Extended Night Shifts

Employees who are absent from duty on leave without pay will have deducted from their average wage an amount calculated at the hourly rate for each hour or part thereof that the employee is absent.

6.1.4.6 Annual Leave

Entitlement to a **Programmed day off** will occur upon completing the period of work required to have accrued the necessary 'credit' appropriate to the working arrangement.

(a) An employee who is on Annual Leave will not accrue any 'credit' (or 'debit' in the case of employees working extended night shifts) for the first four weeks of leave taken from each years entitlement.

(b) Any 'credit' or debit' standing at the start of the leave period will carry forward and be available, subject to normal rostering procedures, to the employee upon resumption of work.

6.1.4.7 Termination of employment - where a full-time employee paid on the average pay system prescribed by this Clause has the contract of employment terminated, or terminates their own employment, the following procedures will apply:

* Where the employee has not taken a **programmed day off** in the work cycle in which termination occurs, the wages due to the employee will include the 'credits' accrued as detailed in this Clause.

* Where the employee has already taken a day off during the work cycle in which the termination occurs, the wages due to the employee will be reduced by the total of 'credits' which have not accrued during the work cycle.

6.1.4.8 Work on **Programmed day off** - An employee required to work on a day otherwise nominated as a **programmed day off** and which is not substituted in accordance with subclause 6.4.6 will be paid for work on such day in accordance with the provisions of Clause 6.4 - Overtime.

6.1.5 Rosters

6.1.5.1 Rosters

(a) The ordinary hours of work for each employee must be displayed on a roster in a place conveniently accessible to employees at least seven days before the commencement of the day on which the roster commences. A roster may however, be altered at any time to enable the nursing service of the hospital to be carried on in an emergency or when another employee is absent from duty.

Every employee is entitled to consecutive **Rostered days off** duty except by mutual agreement.

(b) No notice of change of roster is required when agreement exists between the employer and employee as to the change.

6.1.5.2 Night Duty

(a) The period of night duty to be worked by an employee must not exceed eight weeks in any six-monthly period. These provisions may be varied by agreement with the employee and will not apply if the employee is required to perform duty to enable the nursing service to be carried on in an emergency or when another employee is absent from duty because of illness.

(b) Except in cases of emergency one week's notice will be given to an employee going on night duty.

(c) An employee of a **Nursing Agency** or **Bureau** or **Home Nurses** or **Holistic Home Care** may have their rostered hours negotiated with the employer through an agreed process and the provisions of above subclauses in such cases will not apply.

6.1.6 Part-Time/Casual Limit

A part-time or casual employee must not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

6.1.7 Senior Staff

There are no fixed hours of duty for Directors of Nursing, Assistant Directors of Nursing or Principal Nurse Educators, but such employee will not normally be required to perform duties for more than 152 hours in any twenty eight day period.

If in an emergency or because of the hospital service it is necessary for any such employee to perform duties for aggregate periods exceeding those prescribed the employee must, within the next succeeding four weeks be granted additional time off equivalent to the extra time worked.

6.1.8 Minimum Interval between Shifts

An employee must wherever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. Where the ordinary hours of work on a rostered shift have exceeded eight hours, the period free from duty must be at least equal to the number of ordinary hours of the shift being worked concurrently with the period free from duty.

6.1.9 Changed Duty

An employee changing from night duty to day duty or from day duty to night duty must be free from duty during the next twenty hours immediately preceding the commencement of the changed duty. This subclause does not apply if the employee is required to perform duty to enable the nursing services of the health unit to be carried out in an emergency or when another employee is absent from duty.

CLAUSE 6.2 ORDINARY HOURS OF WORK (PSYCHIATRIC HOSPITALS)

OPDATE 09:12:97 on and from

6.2.1 Psychiatric Hospital means a hospital licensed under Part IV A of the South Australian Health Commission Act, whose principal purpose is the provision of psychiatric care and services, or may mean that part of a hospital (licensed as above) where the principal purpose is the provision of psychiatric care and services.

6.2.2 Where it is mutually agreed between the employer, the employees and the *Association* the following hours of work may be introduced in **Psychiatric Hospitals**.

6.2.2.1 Day Shift will commence at 7.00 am. and conclude at 7.26 pm and includes two thirty minutes unpaid meal breaks which are to be taken at no more than five-hour intervals.

6.2.2.2 Employees who work this configuration are entitled to eleven hours and twenty six minutes pay at ordinary time rates for all time worked on Monday to Friday inclusive, and are entitled to the penalty rates specified in this Award for all time worked on a Saturday, Sunday or Public Holiday.

6.2.2.3 These shifts will be worked on a two on, two off basis. Therefore over a fourteen day period an employee will on average work seven days and have seven days off. (Seven x eleven hours twenty six minutes = eighty hours worked per fortnight.)

Over twenty eight days (that is, four calendar weeks) an employee will work an average of 160 hours and earn a credit of 7.6 hours towards a **Programmed day off**.

At this rate of accumulation over six calendar weeks (42 days) such employee will work twenty x eleven hours twenty six minutes days, a total of 228 hours and be entitled at the end of six calendar weeks to an eleven hour twenty six minutes **Programmed day off**.

6.2.3 Night Shift

6.2.3.1 Night shift will commence at 7.00 pm and conclude at 7.40 am and include paid meal breaks.

6.2.3.2 Night shift will be worked for no more than three nights per calendar week.

Twelve hours and forty minutes shift x three shifts per week = thirty eight hours per week.

6.2.3.3 Employees who work this configuration are entitled to twelve hours and forty minutes pay at night shift rates for all time worked on Monday to Friday inclusive, and be entitled to penalty rates specified in Clauses and 6.5 and 6.6.

6.2.3.4 Night Shift worked in this configuration will not earn credits for a paid day off as specified in Clause 6.1.4.

CLAUSE 6.3 BREAKS

OPDATE 09:12:97 on and from

6.3.1 By arrangement with the employees on each shift an unpaid meal break must be allowed of not less than thirty minutes but not more than sixty minutes, free of all duty. The meal break on the night shift must not exceed thirty minutes. Meal breaks are not regarded as working time.

6.3.2 An employee's entitlement to Meal Allowances is prescribed in Clause 5.6.4.

6.3.3 When an employee is interrupted during a meal break by a call to duty the extent of the interruption must be counted as time worked and the employee must 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 must receive the appropriate overtime pay for the time so worked.

6.3.4 There must be at least one tea break of not less than ten minutes per shift which will be counted as time worked.

CLAUSE 6.4 OVERTIME (Does not Apply to Registered Nurses at Levels 4 and 5)

OPDATE 01:01:2012 1st pp on or after (cl. 6.4.5.2)

6.4.1 Requirement to Work Overtime

Employees may be required to work reasonable overtime at overtime rates.

6.4.2 When paid

6.4.2.1 All authorised time worked in excess of the ordinary hours of work as prescribed in Clauses 6.1 and 6.2 will be overtime.

6.4.3 Rates to Apply

6.4.3.1 Overtime worked on Mondays to Saturdays inclusive must be paid at the rate of time and a half for the first three hours and double time thereafter; such double time to continue until completion of the overtime worked;

6.4.3.2 Overtime worked on Sundays will be paid at the rate of double time.

6.4.4 Time Off in Lieu

If the employer and employee agree time off may be granted in lieu of payment for overtime worked on an hour for hour basis.

6.4.5 Calculation of Payment

6.4.5.1 The hourly rate to be used for such calculations will be that defined in Clause 5.5.2.

6.4.5.2 A casual employee working overtime will continue to receive the casual loading prescribed in clause 4.3.3.1 based on the hourly rate as prescribed in clause 5.5.2 so that:

(a) where "time and a half" is applicable the rate of pay will be 170% of the hourly rate. Provided however that the 170% shall be increased in accordance with the following:

172% from the first full pay period commencing on or after 1 January 2012;

173% from the first full pay period commencing on or after 1 July 2012;

174% from the first full pay period commencing on or after 1 July 2013; and

175% from the first full pay period commencing on or after 1 July 2014.

(b) where "double time" is applicable the rate of pay will be 220% of the hourly rate. Provided however that the 220% rate shall be increased in accordance with the following:

222% from the first full pay period commencing on or after 1 January 2012;
223% from the first full pay period commencing on or after 1 July 2012;
224% from the first full pay period commencing on or after 1 July 2013; and
225% from the first full pay period commencing on or after 1 July 2014.

6.4.5.3 In computing overtime payments, each day's work will stand alone.

6.4.6 Recall to Work

6.4.6.1 Employees recalled to work overtime after leaving the place of employment must be paid for a minimum of two hours work at the appropriate rate for time recalled. An employee is not be required to work the full two hours if the work is completed in a shorter period.

6.4.6.2 Subclause 6.4.6.1 does not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

6.4.6.3 An employee recalled for duty on the employee's *programmed day off*, must be paid in accordance with the provision of this clause and is not entitled to substitute another day for the programmed day.

6.4.6.4 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 must be paid at ordinary time for that day and a substitute day off must be granted.

6.4.6.5 Time worked in the circumstances of this subclause is not regarded as overtime for the purpose of subclause 6.4.8 of this clause when the actual time worked is less than the minimum of two hours on such recall or recalls.

6.4.7 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 must provide such employee with a conveyance to reach the employee's home.

6.4.8 Eight Hour Break

An employee (other than a casual) who works so much overtime between the termination of ordinary work one day and the commencement of the employee's ordinary work on the next day that the employee has not at least eight consecutive hours off duty between those times must be released after completion of such overtime until the employee has eight consecutive hours off duty. There will be no loss of pay for ordinary time absences.

If an employee is required to resume or continue to work without having eight consecutive hours off duty the employee will be paid at appropriate overtime rates until so released and then be entitled to be absent until having had eight consecutive hours off duty without loss of pay occurring during such absence.

6.4.9 The provisions of this clause in relation to recalls and on-call allowances does not apply to the Nurse Manager of *Home Nurses* who, in lieu of payment of on-call allowances and overtime must be paid an allowance of \$380 per weekend. This amount will be increased in accordance with all salary adjustments.

CLAUSE 6.5 SHIFT WORK

OPDATE 09:12:97 on and from

6.5.1 *Afternoon Shift* means a complete rostered shift commencing not earlier than twelve noon and finishing after 6.00pm on the day of the shift.

6.5.2 *Night Shift* means a complete rostered shift worked between the hours of 6.00 pm. and 7.30 am.

6.5.3 *Penalty Rates* - do not apply to Registered Nurses Level 4 and 5

6.5.3.1 Employees working on an **afternoon shift** from Monday to Friday inclusive must, in addition to the ordinary rate of pay, be paid an allowance calculated at the rate of twelve and a half per centum of actual hours worked.

6.5.3.2 Employees working on a **night shift** from **Monday to Friday** inclusive will in addition to the ordinary rate of pay be paid an allowance calculated at the rate of **15 per centum** of actual hours worked.

- 6.5.3.3 Employees rostered to work ordinary hours (ie. not overtime) between **midnight Friday and midnight on the following Saturday** must be paid an allowance calculated at the rate of **50 per centum** of actual hours worked.
- 6.5.3.4 Employees rostered to work ordinary hours (ie. not overtime) between **midnight Saturday and midnight on the following Sunday** will be paid an allowance calculated at the rate of **75 per centum** of actual hours:
- 6.5.3.5 Shift work Penalty Rates do not form part of the employee's ordinary pay. The rates in subclauses 6.5.3.3 and 6.5.3.4 are in substitution of and not cumulative upon the rates prescribed in 6.5.3.1 and 6.5.3.2 hereof.

6.5.4 Daylight Saving

Where the provisions of the Daylight Saving Act 1971 - 1986 (SA) are invoked, the length of any shift:

Is 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 of it, the time of the clock in each case to be set to the time fixed pursuant to the said Act.

For example, where the length of any shift:

- (i) being worked at the time of commencement of the period of daylight saving is seven ordinary hours, an employee working that shift will be paid for eight ordinary hours.
- (ii) being worked at the time of completion of the period of daylight saving is nine ordinary hours, an employee working that shift will be paid for eight ordinary hours.

6.5.5 Employees of *Home Nurses* or *Holistic Home Care*

- 6.5.5.1 The definitions of Afternoon and Night shifts as contained in Clause 6.5.1 and 6.5.2 do not apply to employees of *Home Nurses* or *Holistic Home Care*.
- 6.5.5.2 An afternoon shift means a shift commencing after twelve noon and finishing no later than 10.00 pm.
- 6.5.5.3 Employees are not to be required or requested to regularly commence work after 8.30 pm.

CLAUSE 6.6 PUBLIC HOLIDAY PAYMENT

OPDATE 06:11:2019 on and from

- 6.6.1 Employees (other than casuals) must be allowed the public holidays prescribed in Clause 7.6 without loss of pay.
- 6.6.2 Employees (other than casuals) 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.
- 6.6.3 Employees (other than casuals) must be paid an additional 150 per cent of the appropriate rate based on the ordinary hourly rate as defined, for actual hours worked, on the public holidays as prescribed in Clause 7.6 - Public Holidays.
- 6.6.4 Casual Employees
- 6.6.4.1 Ordinary time worked on any public holiday will be paid at the rate of 175 % (inclusive of the 20 % prescribed in clause 4.3.3) of the ordinary hourly rate.
- 6.6.4.2 All time worked on any public holiday in excess of the ordinary daily hours as prescribed in clause 6.1 or clause 6.2 will be paid at the rate of 275 % of the ordinary hourly rate (inclusive of the 20% prescribed in clause 4.3.3).
- 6.6.5 Absence on Day Before/After

If an employee is absent from employment on any part of the day before or any part of the day after a public holiday without reasonable cause or the prior consent of the employer the employee will not be entitled to payment for such holiday.

6.6.6 Seven Day Shift Workers

If a public holiday falls between Monday and Friday inclusive:

6.6.6.1 Full-time seven day week shift workers, who do not work on any such day because it is their *rostered day off*, must receive an extra seven hours and thirty six minutes pay in respect of such day;

6.6.6.2 Part-time seven day week workers, who do not work on any such day because it is their *rostered day off*, must receive an extra days pay, that day being calculated by the number of hours that they would have been rostered for work but this will not exceed seven hours and thirty six minutes pay.

6.6.7 Payment for Shifts

When a night shift commences on one day and concludes on the next day, the public holiday shift will be regarded as being the shift on which more than half of the total rostered shift hours falls on the public holiday, for example;

6.6.7.1 If a rostered shift commences at 10.00 pm. on a public holiday, that shift is not regarded as a public holiday shift.

6.6.7.2 If a rostered shift commences at 10.00 pm. on the day before the public holiday and finishes at 6.00 am. on the public holiday such shift is regarded as the public holiday shift.

In the case noted in subclause 6.6.7.1, a night shift worker would be entitled to a public holiday payment under the provisions of subclauses 6.6.3 and 6.6.4 of this clause.

6.6.8 Payment for work performed by full time or part time employees on 25 December when Christmas day falls on a Saturday or Sunday

6.6.8.1 A substitute public holiday may be proclaimed where Christmas Day falls on a Saturday or a Sunday.

6.6.8.2 An employee who works on 25 December shall be paid an additional 100% 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 work performed on a Saturday or Sunday

6.6.8.3 The provisions of clause 6.6.3 will apply in relation to the substitute Public Holiday.

6.6.8.4 An employee who is rostered to work on both 25 December and the substitute public holiday shall be paid in accordance with clause 6.6.8.2 and 6.6.8.3 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.

6.6.8.5 An employer and the majority of the affected employees may agree to pay the higher penalty payment, (i.e. 150%) for work performed on 25 December and the lower penalty rate (i.e. 100%) for work performed on the substitute public holiday.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 09:12:97 on and from

CLAUSE 7.1. ANNUAL LEAVE

OPDATE 09:12:97 on and from

7.1.1 Entitlement to Annual Leave

7.1.1.1 An employee (other than a casual employee) who works regularly over 7 days of the week (including Sundays and Public Holidays) is entitled to 6 week's annual leave for each completed year of continuous service.

7.1.1.2 All other employees (except casuals) are entitled to 4 weeks.

7.1.1.3 Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

7.1.2 Annual Leave Exclusive of Public Holidays

7.1.2.1 The annual leave prescribed by this Clause is exclusive of any public holiday as prescribed in Clause 7.6. If any such holiday falls within 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.

7.1.3 Accrual of Annual Leave Entitlement

7.1.3.1 Employees entitled to 6 weeks annual leave accrue leave as follows for each completed year of continuous service:

(a) full time employee: 228 hours per annum

(b) part-time employee: $\frac{228}{38}$ x (average weekly ordinary hours over previous 12 months) = hours per annum

7.1.3.2 Employees entitled to 4 weeks annual leave accrue leave as follows:

(a) full time employee: 152 hours per annum

(b) part-time employee: $\frac{152}{38}$ x (average weekly ordinary hours over previous 12 months) = hours per annum

7.1.3.3 On termination of employment, after one month's continuous service, if the period of service is not exactly divisible into completed years, for each completed month of service

(a) the 7 day employee accrues 19 hours annual leave.

(b) all other employees accrue 12 2/3 hours annual leave.

(c) a part-time employee accrues such annual leave on a pro-rata basis.

7.1.4 Time of Taking Annual Leave

7.1.4.1 Annual Leave will be given, and taken, within three months of the due date.

7.1.4.2 By mutual agreement such leave may be deferred for a period not exceeding twelve months, less the period of the leave, from the day that such leave became due. However, the employer may approve deferment beyond such date.

7.1.4.3 Leave allowed under the provisions of this Clause will be given and taken in not more than two separate periods unless the employer and employee otherwise agree.

7.1.4.4 If an employer and an employee fail to agree on the time (or times) for taking annual leave or part thereof the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

7.1.4.5 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

7.1.5 Payment for Annual Leave

7.1.5.1 An employee before going on annual leave will be paid the amount of wages they would have received in respect of ordinary time worked had they not been on leave during that period.

7.1.5.2 The following payments, where applicable, will be included in determining the amounts payable for annual leave.

(a) Award rate of pay for the appropriate classification

(b) Nurse in Charge allowance.

(c) Other payments to which the employee is entitled in accordance with a contract of employment for ordinary hours of work other than:

- * special rates
- * travelling or board allowance
- * overtime
- * reimbursement of expenses
- * motor mileage

7.1.6 Annual Leave Loading

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

(a) A loading of 17½% computed on the normal rate of pay for the classification of the employee at the commencement of such leave; or

the weekend and shift penalties the employee would have received had the employee not been on leave during the relevant period;

whichever is the greater.

(b) Annual leave loading payment is payable on leave accrued in accordance with 7.1.3.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

7.1.7 Illness on Annual Leave

7.1.7.1 If an employee becomes ill during annual leave, their annual leave entitlement will be extended to offset the period of illness provided:

- (a) A medical certificate can be supplied and
- (b) Sick leave entitlements are available for the period of illness.

7.1.8 *Programmed day off*

7.1.8.1 No 'credit' towards a *programmed day off* will accrue during an absence on annual leave for the first four weeks of leave taken from each year's entitlement.

7.1.9 Proportionate Leave on Termination

7.1.9.1 If after one months continuous service in any qualifying 12 month period an employee leaves such employer's employment or such employee's employment is terminated by the employer, the employee will be paid pro rata leave at the rate of 1/12 of the annual leave for which such employee would be eligible for each completed month of service in respect of which such employee has not been granted annual leave.

7.1.9.2 The monetary equivalent of annual leave and pro rata leave due to an employee at the time of the employee's death, may be paid to their legal or personal representative. Payment in terms of this subclause is subject to the provisions of the Administration and Probate Act.

CLAUSE 7.2. SICK LEAVE

OPDATE 09:12:97 on and from

7.2.1 Entitlement to Sick Leave

An employee (other than a casual employee) who has a sick leave credit is entitled to take sick leave if the employee is too sick to work;

7.2.2 Accrual of Sick Leave Entitlement

7.2.2.1 An employee's entitlement to sick leave accrues as follows :-

(a) for the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.

and

(b) for each later year of continuous service, at the beginning of each year a full time employee accrues 76 hours

- a part-time employee accrues pro rata hours in accordance with the following formula

$$\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months}$$

7.2.2.2 An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

7.2.3 Conditions for Payment of Sick Leave

7.2.3.1 The employee is not entitled to payment for sick leave unless the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

7.2.3.2 the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

7.2.3.3 However, unless required by the employer, up to three days of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence.

7.2.3.4 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave

7.2.4 *Programmed day off*

7.2.4.1 Where an employee is absent due to personal illness on the working day before, and/or the working day after the *programmed day off*, the employee is not entitled to payment for such work day(s), unless a medical certificate or a statutory declaration is produced.

7.2.4.2 Where an employee is absent due to personal illness on a *programmed day off*,

- Such day will stand as the *programmed day off* and the employee will not be permitted to substitute another day for the programmed day.
- The employee will not be entitled to sick pay in addition to payment for the *programmed day off* and
- the day will not be debited as sick leave.

7.2.4.3 Where an employee has been informed they will be required to work on a *programmed day off*, and is subsequently absent on that day due to personal illness the day will be paid as the *programmed day off* and a substitute day will not be granted.

CLAUSE 7.3. BEREAVEMENT LEAVE

OPDATE 09:12:97 on and from

7.3.1 Entitlement to Leave :

An employee (other than a casual employee), on the death of a :-

- * spouse;
- * parent or step-parent;
- * parent-in-law;
- * sister or brother;
- * child or step-child

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding 15.2 hours in any completed year of **continuous service** (pro rata for part-time employees). Proof of death must be furnished by the employee to the satisfaction of the employer if requested.

7.3.2 For the purpose of this Clause, Spouse includes a person who lives with the employee as a de facto spouse but does not include a person from whom an employee is separated.

7.3.3 Entitlement to Additional Bereavement Leave

Subject to the same provisions of 7.3.1, where the leave in 7.3.1 has been exhausted, an employee is entitled to leave up to 15.2 hours on each occasion of a death of the relative (pro rata for part-time employees). This additional leave may, at the employee's request and with the agreement of the employer, be provided on the following basis :-

1. Where paid leave is sought, it will be debited against the available sick leave credit of the employee.
2. Where the sick leave credit of the employee has been exhausted and additional leave is sought the employee may either access paid leave as provided for elsewhere in this Award or apply for unpaid leave which will not be unreasonably withheld by the employer.

7.3.4 Effect of Other Leave

This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

CLAUSE 7.4. PARENTAL LEAVE

OPDATE 06:11:2019 on and from

7.4.1 Definitions

In this Clause, unless the contrary intention appears :-

- 7.4.1.1 **“Adoption”** includes the placement of a child with a person in anticipation of, or for the purposes of adoption;
- 7.4.1.2 **“Adoption Leave”** means adoption leave provided under 7.4.3.4

7.4.1.3 “**Child**” means a child of the employee or the employee’s spouse under the age of one year; or

means a child under the age of five years who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee who has previously lived with the employee for a continuous period of at least six months.

7.4.1.4 “**Extended Adoption Leave**” means adoption leave provided under 7.4.3.4.(a)

7.4.1.5 “**Extended Paternity Leave**” means paternity leave provided under 7.4.3.3.(b).

7.4.1.6 “**Government Authority**” means a person or agency prescribed as a government authority for the purposes of this definition :

7.4.1.7 “**Maternity Leave**” means maternity leave provided under 7.4.3.2.

7.4.1.8 “**Medical Certificate**” means a certificate as prescribed in 7.4.5.1.

7.4.1.9 “**Parental Leave**” means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

7.4.1.10 “**Paternity Leave**” means paternity leave provided under 7.4.3.3.

7.4.1.11 “**Primary Care Giver**” means a person who assumes the principal role of providing care and attention to a child.

7.4.1.12 “**Relative Adoption**” means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

7.4.1.13 “**Short Adoption Leave**” means adoption leave provided under 7.4.3.4.(a).

7.4.1.14 “**Special Adoption Leave**” means adoption leave provided under 7.4.10.

7.4.1.15 “**Special Maternity Leave**” means maternity leave provided under 7.4.9.1.

7.4.1.16 “**Spouse**” includes a defacto spouse or a former spouse.

7.4.2 Employer’s Responsibility to Inform

On becoming aware that :-

7.4.2.1 an employee is pregnant; or

7.4.2.2 an employee’s **spouse** is pregnant; or

7.4.2.3 an employee is adopting a **child**;

an employer must inform the employee of :-

the employee’s entitlements under this clause; and

the employee’s responsibility to provide various notices under this clause.

7.4.3 Eligibility for and Entitlement to Parental Leave

7.4.3.1 Subject to the qualifications in 7.4.4 an employee is entitled to **parental leave** in accordance with the clause.

7.4.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

7.4.3.3 A male employee is, on production of the required **medical certificate**, entitled to one or two periods of **paternity leave**, the total of which must not exceed 52 weeks, as follows :

- (a) An unbroken period of up to one week at the time of the birth of the **child**;
- (b) A further unbroken period of up to 51 weeks in order to be the **primary care giver** of the **child** (to be known as **extended paternity leave**).

7.4.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows :

- (a) An unbroken period of up to three weeks at the time of the placement of the **child** (to be known as **short adoption leave**);
- (b) A further unbroken period of up to 49 weeks in order to be the **primary care giver** of the **child** (to be known as **extended adoption leave**).

7.4.4 Qualifications on Entitlements and Eligibility

7.4.4.1 An employee engaged upon casual or seasonal work is not entitled to **parental leave**.

7.4.4.2 An entitlement to **parental leave** is subject to the employee having at least 12 months of continuous service with the employer immediately preceding :

- (a) In the case of **maternity leave**, the expected date of birth, or otherwise;
- (b) the date on which the leave is due to commence.

7.4.4.3 The entitlement to **parental leave** is reduced :

- (a) In the case of **maternity leave**, by any period of **extended paternity leave** taken by the employee's spouse and/or by any period of **special maternity leave** taken by the employee;
- (b) In the case of **extended paternity leave**, by any period of **maternity leave** taken by the employee's **spouse**;
- (c) In the case of **extended adoption leave**, by any period of **extended adoption leave** taken by the employee's **spouse**.

7.4.5 Certification Required

7.4.5.1 An employee must, when applying for **maternity leave** or **paternity leave**, provide the employer with a **medical certificate** which :

- (a) names the employee or the employee's **spouse** as appropriate;
- (b) states that the employee or the employee's **spouse** is pregnant; and
- (c) states :-
 - the expected date of birth
 - the expected date of termination of pregnancy; or
 - the date on which the birth took place;

whichever is appropriate.

7.4.5.2 At the request of the employer, an employee must, in respect of the granting of **parental leave**, produce to the employer within a reasonable time a statutory declaration which states:

- (a) the particulars of any period of **parental leave** sought or taken by the employee's spouse, and where appropriate;
- (b) that the employee is seeking the leave to become the **primary care-giver** of a **child**;
- (c) In the case of **adoption leave**, a statement from a **Government authority** giving details of the date, or presumed date, of **adoption**; and

(d) that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.4.6 Notice Requirements

7.4.6.1 Maternity leave :

(a) An employee must :

not less than 10 weeks before the expected date of birth of the **child**, give notice in writing to her employer stating the expected date of birth; and

give not less than four weeks notice in writing to her employer of the date of which she proposes to commence **maternity leave** stating the period of leave to be taken; and

notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence **maternity leave** at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

7.4.6.2 Paternity Leave

(a) An employee must, not less than 10 weeks prior to each proposed period of **paternity leave**, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of **paternity leave**.

(b) The employee must notify the employer of any change in the information provided pursuant to 7.4.5 within two weeks after the change takes place.

7.4.6.3 Adoption Leave

An employee must :-

(a) On receiving notice of approval for **adoption** purposes, notify the employer of the approval and within two months of the approval further notify the employer of the period(s) of **adoption leave** the employee proposes to take.

(b) In the case of a **relative adoption**, so notify the employer on deciding to take a **child** into custody pending an application for **adoption**.

(c) As soon as the employee is aware of the expected date of placement of a **child** for **adoption** purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of **short adoption leave** to be taken.

(d) At least 10 weeks before the proposed date of commencing any **extended adoption leave**, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

7.4.6.4 Unforeseen Circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including;

the birth occurring earlier than the expected date; or

the death of the mother of the **child**; or

the death of the employee's **spouse**, or

the requirement that the employee accept earlier or later placement of the **child**; so long as, where a living **child** is born, the notice is given not later than two weeks after the birth.

7.4.7 Taking of Parental Leave

7.4.7.1 No employee may take **parental leave** concurrently with such leave taken by the employee's spouse, apart from **paternity leave** of up to one week at the time of the birth of the **child** or **adoption leave** of up to 3 weeks at the time of the placement of the **child**.

7.4.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with **parental leave**, take any annual leave or long service leave to which the employee is entitled.

7.4.7.3 Paid sick leave or other paid absences are not available to an employee during the employee's absence on **parental leave**.

7.4.7.4 A period of **maternity leave** must be taken as one continuous period and must include, immediately following the birth of the **child**, a period of 6 weeks of compulsory leave.

7.4.7.5 **maternity leave** and **paternity leave** cannot extend beyond the **child's** first birthday.

7.4.7.6 **Adoption leave** cannot extend beyond the **child's** fifth birthday.

7.4.7.7 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.

7.4.8 Variation and Cancellation of Parental Leave

7.4.8.1 Without extending an entitlement beyond the limit set by 7.4.3, **parental leave** may be varied as follows :

(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened; or

(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

7.4.8.2 **Parental Leave**, if applied for but not commenced, is cancelled;

(a) should the pregnancy terminate otherwise than by the birth of a living **child**; or

(b) should the placement of a **child** proposed for **adoption** not proceed;

as the case may be.

7.4.8.3 If, after the commencement of any **parental leave** :-

(a) the pregnancy is terminated otherwise than by the birth of a living **child** or, in the case of **adoption leave**, the placement of the **child** ceases, and;

(b) the employee gives the employer notice in writing stating that the employee desires to resume work;

the employer must allow the employee to resume work within four weeks of receipt of the notice.

7.4.8.4 **Parental Leave** may be cancelled by agreement between the employer and the employee.

7.4.9 Special Maternity Leave and Sick Leave

7.4.9.1 If, an employee not then on **maternity leave** suffers illness related to her pregnancy, or;

the pregnancy of an employee not then on **maternity leave** terminates after 28 weeks otherwise than by the birth of a living **child**;

she may take such paid sick leave as she is then entitled to and such further unpaid leave (to be known as **special maternity leave**) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid sick leave, **special maternity leave** and **maternity leave** shall not exceed the period to which the employee is entitled under 7.4.3.2.

7.4.9.2 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

7.4.9.3 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position as nearly as possible comparable in status and pay as that of her former position.

7.4.10 Special Adoption Leave

7.4.10.1 An employee who has received approval to **adopt a child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

7.4.10.2 An employee who is seeking to **adopt a child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

7.4.10.3 The leave under this clause is to be known as **special adoption leave** and does not affect any entitlement under clause 7.4.3.

7.4.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

7.4.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of a **special adoption leave**.

7.4.11 Transfer to a Safe Job : Maternity Leave

7.4.11.1 If, in the opinion of a legally qualified medical practitioner :

- (a) illness or risks arising out of the pregnancy, or
- (b) hazards connected with the work assigned to the employee;

make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of **maternity leave**.

7.4.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

7.4.11.3 Leave under this clause will be treated as **maternity leave**.

7.4.12 Part Time Work

An employee who is pregnant or is entitled to **parental leave** may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions;

7.4.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.4.12.2 Where the employee is entitled to **parental leave**, by reducing the employee's entitlement to **parental leave** for the period of such agreement.

7.4.13 Return to Work after Parental Leave

7.4.13.1 An employee must confirm the employee's intention to return to work by notice in writing to the employer given at least four weeks before the end of the period of **parental leave**.

7.4.13.2 On returning to work after **parental leave** an employee is entitled :

- (a) to the position which the employee held immediately before commencing **parental leave**; or
- (b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

7.4.13.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

7.4.14 Termination of Employment

7.4.14.1 An employee on **parental leave** may terminate the employee's employment at any time during the period of leave by giving the required notice.

7.4.14.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or the employee's absence on **parental leave**. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

CLAUSE 7.5 CARER'S LEAVE

OPDATE 09:12:97 on and from

7.5.1 Definitions :

7.5.1.1 '**Carer's leave**' means leave provided in accordance with this Clause.

7.5.1.2 '**Immediate family**' includes :-

(a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bone fide domestic basis although not legally married to that person; and

(b) child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, step-parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.1.3 '**Sick leave**' means leave provided for in accordance with Clause 7.2.

7.5.2 Paid Carer's Leave :

7.5.2.1 An employee (other than a casual employee) with responsibilities in relation to either members of the employee's **immediate family** or household who need the employee's care and support is entitled to up to 38 hours in any completed year of continuous service as prescribed in Clause 1.6 to provide care and support for such persons when they are ill.

7.5.2.2 The entitlement to use **carer's leave** is subject to the employee being responsible for the care of the person concerned.

7.5.2.3 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 the illness is such as to require care by another.

7.5.2.4 In normal circumstances an employee must not take **carer's leave** where another person has taken leave to care for the same person.

7.5.2.5 The employee must, where practicable, give the employer

- * notice prior to the absence of the intention to take leave,
- * the name of the person requiring care and that person's relationship to the employee,
- * the reasons for taking such leave and
- * the estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

7.5.2.6 The amount of **carer's leave** taken is to be deducted from;

- (a) the bereavement leave entitlement provided for in clause 7.3.1 until exhausted; and then
- (b) the amount of the employee's **sick leave** credit.

7.5.3 Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to an **immediate family** or household member who is ill.

CLAUSE 7.6 PUBLIC HOLIDAYS

OPDATE 06:11:2019 on and from

7.6.1 The prescribed public holidays in this award are any day prescribed as a holiday by the *Holidays Act 1910 (SA)* (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.

7.6.2 The entitlement and payment in relation to public holidays are as prescribed in Clause 6.6 - Public Holiday Payment.

CLAUSE 7.7. ASSOCIATION TRAINING LEAVE

OPDATE 06:11:2019 on and from

7.7.1 Employees at any one establishment of any employer and who are members of the *Association* will be entitled to leave to attend *Association* training courses as approved by the *Association's* (SA Branch) Continuing Professional Development Unit.

7.7.2 No employer will be required to grant more than ten rostered shifts in two calendar years to eligible employees at any one establishment to be calculated from the date leave is first granted.

7.7.3 Such leave is subject to the following conditions :

7.7.3.1 The employer affected by the leave must be advised and consulted as to the nature and content of the course to be attended.

7.7.3.2 The scope, content and level of the course for which leave is granted must be such as to contribute to a better understanding of Industrial Relations.

7.7.3.3 All applications for leave must be made in writing by the *Association* to the employer stating the following details:

- (a) the name of the employee seeking leave;
- (b) period of time for which leave is sought (including daily commencing and finishing times of the course);
- (c) title description and agenda of the course or courses to be attended;
- (d) the place or places where the said course will be held;
- (e) the name of the person or organisation conducting the course or courses;
- (f) a copy of the syllabus of the course to be attended if available.

7.7.3.4 Not less than four weeks notice must be given to the employer.

7.7.3.5 An employee must have completed a period of twelve months service with an employer before becoming eligible for the leave.

7.7.3.6 The granting of such leave is subject to the employer being able to make adequate staffing arrangements during the period of such leave. However, an employer must not use this paragraph to avoid their obligation under this Clause.

7.7.3.7 At any one time, no more than one employee of any one establishment of any employer covered by this Award will be on such leave unless otherwise agreed.

7.7.3.8 An employee will not be entitled to payment for attendance at such a course unless the employee would have been rostered to attend for work on the day concerned.

7.7.4 An employer will not be required to grant such leave unless employing five or more equivalent full-time employees subject to this Award on any given premises. To establish the number of equivalent full-time employees, the total paid hours per week of employees covered by this Award will be divided by thirty eight.

7.7.5 An employer will not be liable for any additional expense associated with an employee's attendance at such an *Association* course other than for the payment of the shift for such absence.

7.7.6 Should a *programmed day off* fall during an employee's attendance at a course, a day off in lieu of that day will not be granted, however, the *programmed day off* will not be debited as a training day for purposes of the total number of days permitted per year.

7.7.7 Where an employee attending such a course is recalled to the employee's place of work by the employer because of reasons unforeseen at the time of granting the said leave, all time spent at the course prior to recall will be reinstated as if such leave was not taken.

7.7.8 Where an employee fails to attend the course for which leave has been granted by the employer the *Association* will notify the employer as soon as possible of the non-attendance and the period thereof. The employer will not be required to make payments for any period of leave granted, unless the employee can substantiate that the failure to attend this course was due to illness. In this regard payment will be made in accordance with Clause 7.2. Sick Leave.

7.7.9 Upon request an employee granted such leave will provide to the employer a brief outline of the nature of the course and the employee's observation thereof.

7.7.10 Leave taken pursuant to this Clause will be counted as continuous service for all purposes of this Award and for the purpose of Long Service Leave entitlements.

7.7.11 Any dispute regarding the operation of this Clause may be referred to the *Commission*.

Clause 7.8 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

OPDATE 06:11:2019 on and from

7.8.1 This clause applies to all employees, including casuals.

7.8.2 Definitions

7.8.2.1 In this clause:

“family and domestic violence” means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

“family member” means:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

7.8.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 7.8.2.1 includes a former spouse or de facto partner.

7.8.3 Entitlement to Unpaid Leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

7.8.3.1 the leave is available in full at the start of each 12 month period of the employee's employment; and

7.8.3.2 the leave does not accumulate from year to year; and

7.8.3.3 is available in full to part-time and casual employees.

- Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

7.8.4 Taking Unpaid Leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- 7.8.4.1 is experiencing family and domestic violence; and
- 7.8.4.2 needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.8.5 Service and Continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

7.8.6 Notice and Evidence Requirements

7.8.6.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 7.8. The notice:

- must have been given to the employer as soon as practicable (which may be a time after the leave has started); and
- must advise the employer of the period, or expected period, of leave.

7.8.6.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 30 must, if required by the employer, given the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.8.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

7.8.7 Confidentiality

7.8.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.8.6 is treated confidentially, as far as it is reasonably practicable to do so.

7.8.7.2 Noting that clause 7.8 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

7.8.8 Compliance

An employee is not entitled to take leave under clause 7.8 unless the employee complies with clause 7.8.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

OPDATE 09:12:97 on and from

CLAUSE 8.1 TRAVELLING EXPENSESOPDATE 26:02:2005 1st pp on or after

Employees required to travel at the direction of the employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel. If the employee is required to use a private vehicle, the employee must be reimbursed at the rate per kilometre shown in Clause 8.1.2.

8.1.1 Motor vehicle reimbursement rates are as follows:

8.1.2 For motor cars, station sedans, utilities:

Vehicles with an engine of 4 cylinders or less: 46.3 cents per kilometre

Vehicles with an engine of more than 4 cylinders
or with rotary engine: 59.4 cents per kilometre

For motorcycles or motor scooters: 23.8 cents per kilometre

8.1.3 If an employee and employer being a *Nursing Agency* or *Bureau* or *Home Nurse* agree, an allowance will be paid to reimburse employees for the use of private vehicles in lieu of payment in accordance with Clause 8.1.1 and 8.1.2.

Such allowances, if agreed, should be derived in such a way that employees are genuinely reimbursed for all costs associated with such use and the effects of such use on the value of the vehicle.

PART 9 - TRAINING AND RELATED MATTERS

OPDATE 09:12:97 on and from

CLAUSE 9.1 POST BASIC TRAINING

OPDATE 09:12:97 on and from

An employee who attends a post registration course offered by the employer or another Approved Agency must, for the period of the course, be paid at the employee's substantive salary level provided that an employee holding a position above the classification of Registered Nurse (Level 1) will be paid at the eighth year salary level for Registered Nurse (Level 1) for the period of the course.

PART 10 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

OPDATE 09:12:97 on and from

CLAUSE 10.1 UNIFORMSOPDATE 26:02:2005 1st pp on or after

10.1.1 Provision of Uniform

10.1.1.1 Uniforms will be provided free of charge if the employer stipulates they are to be worn and/or regulates the type of clothing.

10.1.1.2 Where an employer does not provide uniforms free of charge, an allowance of \$5.14 per week must be paid to full time employees or 12 cents per hour worked to a casual or part-time employee.

10.1.1.3 This payment will not be regarded as salary paid for all purposes of the Award.

10.1.2 Return of Uniform

10.1.2.1 At the time of termination of employment, uniforms, capes or Bermuda jackets provided free of charge by an employer, must be returned in good order, reasonable wear and tear being acceptable.

10.1.2.2 Employees who fail to do so will be charged an amount of \$55.72 for each full uniform not returned.

10.1.3 Socks or Hose

Where an employee is required to wear a specified colour of socks or hose the following will apply:

10.1.3.1 the employee must be supplied with 24 pairs of stockings or panty hose per annum or paid an allowance of \$1.10 per week (3 cents per hour);

10.1.3.2 the employee must be supplied with six pairs of socks per annum or paid an allowance of 56 cents per week (1 cent per hour).

10.1.4 Footwear

10.1.4.1 Where the employer requires an employee to wear footwear of a special nature, the employee must be supplied with one pair of such footwear per annum.

10.1.4.2 In lieu of the supply of such footwear, the employer may elect to pay the employee an allowance of \$61.07 per annum (3 cents per hour).

CLAUSE 10.2 AMENITIES

OPDATE 09:12:97 on and from

10.2.1 The employer must provide sufficient facilities with locks and keys for each employee who desires it to store their personal effects for the duration of their shift.

10.2.2 If the employer requires employees to change their clothing at work or undertake work which necessitates a change of clothing, the employer must provide appropriate facilities for this to occur.

PART 11 - AWARD COMPLIANCE AND 'ASSOCIATION' RELATED MATTERS

OPDATE 09:12:97 on and from

CLAUSE 11.1 POSTING OF AWARD

OPDATE 09:12:97 on and from

Every employer who is subject to this Award must display a copy of it in a conspicuous place accessible to all employees.

CLAUSE 11.2 TIMES AND WAGES RECORDS

OPDATE 09:12:97 on and from

Each employer must keep or cause to be kept time and salaries records as required by *the Act*.

CLAUSE 11.3 RIGHT OF ENTRY

OPDATE 09:12:97 on and from

11.3.1 An official of the *Association* must be permitted by an employer bound by this Award to enter the employer's premises at which one or more members of the *Association* is employed for the purpose of:

- * inspecting the time book of an employee who is a member of the *Association* and which is required to be kept by the employer
- * interviewing such employee concerning the time book at any reasonable times when work is being performed by such employee.

11.3.2 Before the official exercises these powers, the official must:-

- * give reasonable notice to the employer.
- * at the request of the employer provide identification and authorisation from *the Association*.
- * comply with any other requirements of this Award.

11.3.3 A person exercising these powers must not:-

- * harass an employer or employees; or
- * hinder or obstruct an employee in carrying out any duty of employment.

CLAUSE 11.4 RECOGNITION OF WORKSITE REPRESENTATIVES

OPDATE 09:12:97 on and from

An employee elected as a worksite representative at an employer's premises must, upon notification to the employer, be recognised as the accredited representative of the *Association*. An elected worksite representative must be allowed reasonable time during working hours to interview the employer or representative on matters affecting employees whom they represent.

With the prior approval of the employer, an elected worksite representative must be allowed a reasonable period of time during working hours to interview a duly accredited official from the *Association* at a place designated by the employer.

NURSES (SOUTH AUSTRALIA LOCAL GOVERNMENT SECTOR) AWARD**SCHEDULE 1. SALARIES**

OPDATE 06:11:2019 on and from

1. This Schedule shall operate from the first pay period to commence on or after 1 July 2019.

All of the following classifications are defined in Part 5 of the Award.

2. Rates of Pay

The annual salaries to be paid to employees of the classifications will come into effect:

- 2.1 On the first full pay period on or after 1 July 2019.

- 2.2 Where the Schedule 2 rates are lower than the Schedule 1 rates, the rates in Schedule 1 will apply.

3.	Classification	Per Annum Payments
		\$
A.	ENROLLED GENERAL NURSE	
	Y1	46,751
	Y2	47,415
	Y3	48,076
	Y4	48,734
	Y5	49,260
B.	REGISTERED NURSE	
	(a) Registered Nurse (Level 1)	
	1st year of service	49,589
	2nd year of service	51,245
	3rd year of service	52,412
	4th year of service	53,828
	5th year of service	55,481
	6th year of service	57,136
	7th year of service	58,788
	8th year of service and thereafter	60,304
	(b) Registered Nurse (Level 2)	
	1st year of service	61,961
	2nd year of service	62,923
	3rd year of service	64,025
	4th year of service and thereafter	65,129
	(c) Registered Nurse (Level 3)	

Classification	Per Annum Payments
	\$
1st year of service	67,194
2nd year of service	68,438
3rd year of service	69,680
4th year of service and thereafter	70,917
(d) Registered Nurse (Level 4)	
Grade 1	74,088
Grade 2	76,847
Grade 3	82,362
Provided that no appointment will be made to Grades 1 or 2 after 15th September 1991.	
(e) Registered Nurse (Level 5)	
Grade 1	77,533
Grade 2	81,670
Grade 3	87,190
Grade 4	92,702
Grade 5	102,354
Grade 6	112,004
C. LEVEL ONE OCCUPATIONAL HEALTH NURSE	
(i) 1st year of service	53,828
2nd year of service	55,481
3rd year of service	57,136
4th year of service	58,788
5th year of service and thereafter	60,304
LEVEL TWO OCCUPATIONAL HEALTH NURSE	
(i) 1st year of service	61,961
2nd year of service	62,923
3rd year of service	64,025
4th year of service and thereafter	65,129
(ii) Senior Occupational Health Clinical Nurse	65,129
LEVEL THREE OCCUPATIONAL HEALTH NURSE	
(i) Senior Occupational Health Nurse Consultant	
Classification	Per Annum Payments
	\$
1st year of service	67,194
2nd year of service	68,438
3rd year of service	69,680
4th year of service and thereafter	70,917

4.1 The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

4.2 Safety Net Adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2019 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2019 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

4.3 Economic Incapacity Applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2019 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of the South Australian Employment Tribunal (SAET).

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

NURSES (SOUTH AUSTRALIA LOCAL GOVERNMENT SECTOR) AWARD
SCHEDULE 2. SALARIES - NURSING HOMES

OPDATE 09:12:97 on and from

A.1 Scope

The annual salaries contained in this Schedule apply to Nursing Homes in relation to the employment of persons whose employment is bound by this award.

A.2 Terms of Schedule to Apply

The terms of this Schedule will apply where there is any inconsistency between the terms of the Schedule and the provisions of the award generally.

A.3 Rates of Pay

The annual salaries to be paid to employees of the undermentioned classification will come into effect:

A.3.1 In the case of the amounts specified in Column A from the 1st full pay period on or after 1st April 1996.

A.3.2 In the case of the amounts specified in Column B from the first full pay period on or after 1st October 1996.

A.3.3 In the case of the amounts specified in Column C from the first full pay period on or after 1st July 1997.

Classification	Per Annum Payments		
	Column A	Column B	Column C
	\$	\$	\$
(a) Registered Nurse (Level 1)			
1st year of service	26,797	27,199	27,607
2nd year of service	28,113	28,535	28,936
3rd year of service	29,430	29,871	30,312
4th year of service	30,746	31,207	31,675
5th year of service	32,062	32,543	33,031
6th year of service	33,378	33,879	34,387
7th year of service	34,694	35,214	35,743
8th year of service and thereafter	36,010	36,550	37,098
(b) Registered Nurse (Level 2)			
1st year of service	37,326	37,886	38,454
2nd year of service	38,204	38,777	39,358
3rd year of service	39,081	39,667	40,262
4th year of service and thereafter	39,958	40,558	41,166
(c) Registered Nurse (Level 3)			
1st year of service	41,603	42,227	42,860
2nd year of service	42,591	43,230	43,878
3rd year of service	43,577	44,231	44,894
4th year of service and thereafter	44,565	45,233	45,912
(d) Registered Nurse (Level 4)			
Grade 1	47,088	47,794	48,511
Grade 2	49,281	50,021	50,771
Grade 3	53,668	54,473	55,290
(e) Registered Nurse (Level 5)			
Grade 1	49,829	50,577	51,335
Grade 2	53,119	53,916	54,725
Grade 3	57,506	58,369	59,245
Grade 4	61,893	62,821	63,764
Grade 5	69,571	70,614	71,673
Grade 6	77,248	78,407	79,583
(f) Student Enrolled General Nurse			

Student Enrolled general nurses less than 21 years	17,242	17,500	17,763
Any student enrolled general nurse on attaining the age of 21 years	20,117	20,419	20,725
(g) Enrolled General Nurse			
Y 1	24,428	24,795	25,167
Y 2	24,955	25,329	25,709
Y 3	25,481	25,863	26,251
Y 4	26,008	26,398	26,794
Y 5	26,534	26,932	27,336

A.4 The following listing relates worksites to a specific grade for the purpose of subclause (f) of this Schedule.

Grade 1 Colton Court Nursing Home
Ira Parker Nursing Home
Playford Nursing Home
St John's Nursing Home

A.5 Flexibility in Rostering

Rostering arrangements include:

A.5.1 The flexible application of current award rostering provisions by agreement at the enterprise level through:

(a) Mutual agreement between the employer and the employee;

and

(b) The development of workplace rostering agreements between the employer and the Association as part of an enterprise level agreement.

A.5.2 The flexible operation of current award provisions by agreement includes, but is not limited to:

(a) Averaging of hours of work over a 4 week period;

(b) Varying the period of notice of rosters to a shorter period or where the averaging of hours occurs over 4 weeks to 2 weeks notice;

(c) Commencement times and length of shifts;

(d) Utilisation of **Rostered days off**.

A.5.3 It is agreed that an employee may agree to take time off in lieu of overtime worked on an hour for hour basis.

A.6 Reserved Matters

Matters reserved for further negotiation during the life of this agreement are:

Nursing career structures including award definitions;

Multi skilling of staff;

Use of casual and agency staff;

Occupational health and safety improvements;

Review of Director of Nursing / Assistant Director of Nursing grading system, rates of pay and associated conditions;

Use of facilitative provisions;

Best practice and continuous improvement processes;

Development of performance indicators.

NURSES (SOUTH AUSTRALIA LOCAL GOVERNMENT SECTOR) AWARD**APPENDIX A. MEMORANDUM OF UNDERSTANDING**

OPDATE 09:12:97 on and from

Between: Australian Nursing Federation, and the Community Employers' Association and the South Australian Employers' Chamber of Commerce and Industry Inc.

The recognition of relevant training, experience and skills as an enrolled nurse in determining the appropriate pay point for employees on appointment as prescribed in Clause 5.2.8.3 of the Award, will be in accordance with the finalising translations arising from interim translations by Commissioner Smith of the Australian Industrial Relations Commission can be found in Print K7034 and K3662.

APPLICATIONS FILED

<i>File No</i>	<i>Description of Document</i>
5263/2010	AWARD REVIEW S99 Award varied. Cl 1.1 Title (changed FROM Nurses (South Australia) Award TO Nurses (South Australian Local Government Sector) Award), Cl 1.3 Scope, Persons Bound & Locality. Oupdate 01/07/2011.
4381/2011	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2011. Oupdate ppc 01/10/2011.
5889/2011	AWARD VARIATION Award varied. Cl. 4.3 Employment Categories, Cl. 6.4 Overtime, Cl. 6.6 Public Holiday Payment re Casual Loading Case. Oupdate ppc 01/01/2012.
2777/2012	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2012. Oupdate ppc 01/07/2012.
3052/2013	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2013. Oupdate ppc 01/07/2013.
4222/2014	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2014. Oupdate ppc 01/07/2014.
6445/2015	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2015. Oupdate ppc 01/07/2015.
3212/2016	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2016. Oupdate ppc 01/07/2016.
3352/2017	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2017. Oupdate ppc 01/07/2017.
4386/2018	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2018. Oupdate ppc 01/07/2018.
ET-19-01422	AWARD VARIATION Award varied. Cl. 5.6.1 On-call Allowance, Sch. 1 Salaries re SWC 2019. Oupdate ppc 01/07/2019.
00506/2019	S99 REVIEW OF AWARD Award varied. Various clauses and new Cl. 7.8 Leave to deal with Family and Domestic Violence. Whole award re-issued. Oupdate 06/11/2019.