

CITY OF WEST TORRENS – ANF NURSING EMPLOYEES ENTERPRISE AGREEMENT

File No. 05380/2010B

This Agreement shall come into force on and from 15 December 2010 and have a life extending until 30 June 2011.

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



DATED THIS 15TH DAY OF
DECEMBER 2010.

A handwritten signature in black ink, appearing to be "G. King".

COMMISSION MEMBER





City of West Torrens - ANF

Nursing Employees Enterprise Agreement

2010

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1 Application and Operation of Agreement

1.1 Title

This Agreement will be known as the City of West Torrens – ANF Nursing Employees Enterprise Agreement 2010.

1.2 Parties bound

This Agreement will be binding upon:

1.2.1 The City of West Torrens (CWT) – the employer.

1.2.2 Any employee who is engaged as:

- (a) A nurse, midwife, or enrolled nurse who is registered, or entitled to be registered under the provisions of the Health Practitioners National Law (SA) Act 2010.
- (b) Undergoing training as an enrolled nurse at a training school approved by the Nurses Board of South Australia in accordance with the provisions of the Health Practitioners National Law (SA) Act 2010.

1.2.3 The Australian Nursing Federation (ANF).

1.3 Date of operation

1.3.1 This Agreement comes into force on the date of certification and continues until 30 June 2011.

1.3.2 The Agreement will remain in force for a period of 1 year.

1.4 Definitions

For the purposes of this Agreement:

1.4.1 **Act** means the South Australian Fair Work Act 1994 as amended.

1.4.2 **Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of adoption.

1.4.3 **Agreement** means the City of West Torrens – ANF Nursing Employees Enterprise Agreement 2010.

1.4.4 **Award** means Nurses (South Australia) Award.

1.4.5 **Casual** employee means an employee who is not full time or part time and who is engaged and paid as a casual employee.

1.4.6 **Child**, for the purposes of clauses 8.8 and 8.9, means a child of an employee under school age except for adoption, when it means a child who:

- (a) Is or will be under the age of five on the day of the placement and
- (b) Has not previously lived with the employee for a period of six months or more as at the day of the placement and
- (c) Is not a child or stepchild of the employee or the employee's spouse.

1.4.7 **Classification** means the pay point criteria described in Schedule 2 of this Agreement.

- 1.4.8 **Commission** means the South Australian Industrial Relations Commission.
- 1.4.9 **Consultation** means the process that will have regard to employees' interests in the formulation of plans that have an impact upon them. It provides these employees with the opportunity to have their viewpoints heard, acknowledged and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.
- 1.4.10 **Eligible casual employee**, for the purposes of clause 8.8 means a casual employee:
- (a) Who has been engaged by the CWT on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and
 - (b) Who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the CWT on a regular and systematic basis.
- 1.4.11 **Employee** means any employee of the CWT who performs work covered by this Agreement.
- 1.4.12 **Employer** means the City of West Torrens (CWT).
- 1.4.13 **Enrolled Nurse (EN)** 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 a Registered Nurse or midwife, as regulated by the Nurses Board of South Australia and holds a current practising certificate.
- 1.4.14 **Full time employee** means an employee who works an average of 76 ordinary hours per fortnight.
- 1.4.15 **Fund** will mean the complying superannuation fund into which the CWT is required by law to make superannuation contributions.
- 1.4.16 **General Manager** means a person designated by the CWT as a General Manager.
- 1.4.17 **Government authority** means a person or agency prescribed as a government authority for the purpose of this definition.
- 1.4.18 **Household member** means a member of an employee's household with whom the employee has lived for a minimum of 12 months.
- 1.4.19 **Immediate family member** means:
- (a) 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 an employee, means a person who lives with the employee on a bona fide domestic basis although not legally married to that person.
 - (b) A child (including an adult child, adopted child, step-child, grandchild or an ex-nuptial child), parent, grandparent or sibling of the employee or spouse of the employee.
- 1.4.20 **Majority** means half the number of applicable persons plus one.
- 1.4.21 **Manager** means any person designated by the CWT as a manager.
- 1.4.22 **Merit** means the extent to which each applicant has abilities, aptitudes, skills, qualifications, knowledge, experience, including community experience and personal qualities relevant to the position. It can also encompass the potential for development of an applicant.

1.4.23 **Nursing care** means activities undertaken by a nurse in order to:

- (a) Assess the nursing needs of the individual patient/client, the family or community group.
- (b) Develop a nursing care plan in association with the patient/client and/or their family and with other appropriate health professionals.
- (c) Implement nursing care plans.
- (d) Evaluate the effectiveness of the care provided in terms of the outcomes of the nursing intervention.
- (e) Appropriately revise the plan of care.

1.4.24 **Ordinary weekly rate of pay**, for the purposes of clause 8.9, means the weekly rate of pay as at the relevant date exclusive of overtime, shift premiums and penalty rates.

1.4.25 **Part time employee** means an employee who works less than an average of 76 per fortnight.

1.4.26 **Primary care giver**, for the purposes of clauses 8.8 and 8.9 means a person who assumes the principal role of providing care and attention to a child.

1.4.27 **Programmed day off (PDO)** means the accrued entitlement to a paid day off duty.

1.4.28 **Reasonable** means that which is agreeable to reason, sound judgement and equitable to those involved.

1.4.29 **Redundancy** occurs when the CWT decides that the job that the employee has been doing is no longer required to be done by anyone and this is not due to the ordinary and customary turnover of labour.

1.4.30 **Registered Nurse (RN)** means an employee registered by the Nurses Board of South Australia as a registered general nurse and holds a current practising certificate.

1.4.31 **Replacement employee** means one engaged on a written appointment for a specific period of time to replace a designated person.

1.4.32 **Rostered day off (RDO)** means the normal unpaid days off duty provided for in accordance with a roster.

1.4.33 **Shift worker** means an employee who:

- (a) Is employed in a business in which shifts are continually rostered 24 hours for seven days a week and
- (b) Is regularly rostered to work on those shifts and
- (c) Regularly works on Sundays and public holidays.

1.4.34 **Spouse**, for the purpose of clause 8.8, includes a de facto spouse and a former spouse.

1.4.35 **The parties** means the CWT, the ANF and employees of the CWT covered by this Agreement.

1.4.36 **Union official** means a paid official of the Union.

1.4.37 **Union** means the Australian Nursing Federation (ANF).

1.4.38 **Workplace representative** means an employee elected by the employees to represent them.

1.5 Relationship to parent Award

1.5.1 This Agreement will be read in conjunction with the Award, as amended from time to time, provided that this Agreement will prevail to the extent of any inconsistency with the Award.

1.5.2 The CWT is committed during the life of this Agreement to negotiate collectively with employees and their representative.

1.5.3 During the life of this Agreement, no employee will be employed on terms and conditions which, taken as a whole, are less favourable than provided for in this Agreement.

1.6 Continuous service

1.6.1 Maintenance of continuous service.

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) Absence of the employee from work for any cause by leave of the CWT.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the CWT with the intention of avoiding any obligation imposed by the Award, the Act or the *Long Service Leave Act 1987*.
- (f) 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 CWT in consequence of the settlement of the dispute or was re-employed by the CWT upon such settlement.
- (g) Transfer of the employment of an employee from one employer to a second employer when 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.
- (h) Interruption or termination of the employee's service by the CWT for any reason other than those referred to in this clause if the employee returns to the service of the CWT within two months of the date on which the service was interrupted or terminated.
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the CWT 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 not later than 14 days after the end of the period of absence.

1.6.2 Calculation of period of service

When 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 CWT except to the extent that the employee receives or is entitled to receive pay for the period.

1.7 Culture

The parties to this agreement will implement workplace practices aimed at providing working arrangements which enable us to enhance job satisfaction and work toward a positive workplace culture based on the CWT vision and values, while delivering quality customer service.

1.8 Commitment

- 1.8.1 The parties recognise the fundamental obligation of the *Aged Care Act 1997* to provide safe and effective care in accordance with the Accreditation and Resident Care Principles, at the level identified, to meet residents' assessed needs and to provide for safe systems of work.
- 1.8.2 The parties agree to continue the established practice of management and nursing employees meeting regularly to discuss resident care levels and the associated staffing implications to ensure that the obligations of the *Aged Care Act 1997* are met.
- 1.8.3 The parties recognise that St Martins operates as a Commonwealth accredited and approved provider of residential aged care services and that its operations are fully funded by Commonwealth subsidies and resident contributions.
- 1.8.4 Employees will use their best endeavours to provide quality service, in a changing and dynamic environment, to the community of West Torrens and residents of St Martins.
- 1.8.5 The parties agree that all employees are committed to a process of ongoing improvement with the aim of ensuring that St Martins operates at a high level of efficiency and cost effectiveness.
- 1.8.6 This commitment will be demonstrated by:
 - (a) Focusing on the provision of quality service.
 - (b) Setting and achieving measurable outcomes.
 - (c) Recognising our responsibilities within the parameters of the employment relationship to ensure that human, physical and financial resources are used to maximum effect in servicing the community and residents of St Martins.
 - (d) Working in partnership with other CWT business units to find creative solutions to work problems.
 - (e) Developing a flexible team based family friendly working environment to maximise service delivery objectives.
 - (f) Improving communication, consultation and collaboration with St Martins and the West Torrens community.
 - (g) Maintaining and improving employee morale.
 - (h) Fostering a workplace environment that is fair and equitable.
 - (i) Ensuring openness and transparency of process.
 - (j) Recognising that service to the residents of St Martins and the community is the basis of the existence of the CWT.
- 1.8.7 To assist in the facilitation of this process the parties acknowledge a commitment to an annual business planning process that:
 - (a) Provides achievable outcomes for the community established in collaboration with employees of St Martins.
 - (b) Details operational objectives.

- (c) Commits to actions to achieve objectives as provided for in Strategic and Business Plans and Chapter 8 of the *Local Government Act, 1999*.
- (d) Identifies measures to quantify results.
- (e) Sets target dates and allocates responsibility for each objective.
- (f) Maintains a performance review program for all employees.

1.9 Continuous improvement

- 1.9.1 The parties recognise the need to be responsive to the changing environment and the need for the workforce to adapt continually to these changes.
- 1.9.2 The parties are committed to the pursuit of optimum efficiency, improved skills development and more flexible work practices. The parties agree to participate in continuous improvement and quality assurance processes and are committed to providing quality customer service.
- 1.9.3 Both the employees and management of St Martins agree to strive towards a standard of excellence. This will be achieved by monitoring practice using the quality assurance process and current recognised standards of practice as defined in the residential care standards, the competency standards for RNs and/or Gerontological Nurses and/or any other legislation deemed to be relevant, as the means of achieving this standard.
- 1.9.4 The parties are committed to providing a focus for continuous improvement within the CWT. This commitment embraces the concept of a learning organisation where employees assist each other through support and mentoring.
- 1.9.5 During the life of the Agreement, the CWT will:
- (a) Ensure that there is a sustained focus on development by pursuing programs designed to manage, lead, develop and support employees.
 - (b) Facilitate the development of leadership at all levels by developing real opportunities for current and future leaders and supporting the development of the skills and tools required for effective leadership.
 - (c) Facilitate the development of both internal and external partnerships that will enhance operations and streamline service delivery.
- 1.9.6 During the life of the Agreement, employees covered by this Agreement will:
- (a) Identify improvements achieved in the workplace, including productivity gains and service quality improvements.
 - (b) Participate in demonstrating that we provide value for money and are achieving the best possible outcomes for residents of St Martins.
 - (c) Work toward adopting 'best practice' at St Martins.
 - (d) Support reviews of current work practices being undertaken.

1.10 No extra claims

- 1.10.1 The parties agree that this Agreement covers the field of terms and conditions defining the employment relationship between the employees and the CWT and that no further wage increase will be sought during the life of the Agreement.

1.10.2 The parties agree that through the life of this Agreement no industrial action of any kind will be undertaken.

1.11 Review of agreement

1.11.1 The parties commit to commence negotiations on a further Agreement not less than six months prior to the expiration of this Agreement.

1.11.2 In the event that the parties have not reached agreement by the nominal expiry date of this Agreement, the parties will continue to observe the provisions of this Agreement.

1.12 Access to agreement

The CWT will provide a copy of this Agreement in an accessible place for perusal by employees.

2 Fair Treatment and Employee Health, Safety and Wellbeing

The CWT is committed to providing a workplace for its employees with a culture that values health, safety, wellbeing and fair treatment.

2.1 Fair treatment

- 2.1.1 The parties are committed to and will observe fair treatment principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will comply with relevant legislation.
- 2.1.2 The CWT recognises that harassment and discrimination in employment practices and the provision of services is inappropriate and illegal.
- 2.1.3 The CWT will continue to appoint and maintain fair treatment officers.
- 2.1.4 The CWT will take necessary and positive steps to ensure that harassment and discrimination are eliminated. This includes appropriate strategies and procedures that raise awareness of and aim to prevent harassment and discrimination.
- 2.1.5 Merit is the only basis for selection of individuals for employment and promotion.
- 2.1.6 Any harassment or discrimination applied in the course of making any decision regarding employees will not be tolerated.
- 2.1.7 The Fair Treatment policy allows employees to seek redress for any form of harassment or discrimination.

2.2 Employee assistance program (EAP)

- 2.2.1 The CWT recognises it has a responsibility to protect both the physical and psychological health of its employees. The CWT endorses the EAP as a strategy that may assist to preserve or restore the physiological and psychological well being of employees, by supporting broad based employee counselling together with preventative policies and services, which help to develop work environments that promote employee health and healthy behaviours.
- 2.2.2 The objectives of the EAP are to:
 - (a) Encourage early intervention and to resolve problems which may adversely affect an employee's work performance, health and/or wellbeing.
 - (b) Assist employees by providing preliminary counselling and referral to a range of counselling and support services.
 - (c) Assist in the development of a work environment that fosters healthy behaviour by the employee.
 - (d) Enable employees to discuss their problems with a counsellor, so that together they can develop a course of action to overcome personal difficulties.
 - (e) Assist in the resolution of issues so that the CWT and its employees may benefit from:
 - Increased productivity
 - Improved employee moral
 - Reduce absenteeism and sickness
 - Reduce accidents and incidents
 - Reduced internal friction and conflict.

- 2.2.3 Provide an effective framework for workplace health promotion and preventative services.
- 2.2.4 Provide managers with strategies to deal with employees who, as a result of personal or work related problems, may be working at an unsatisfactory level.
- 2.2.5 The CWT is committed to the provision of an EAP and acknowledges that it is a shared initiative between employees and management, including the funding of some services by the CWT.
- 2.2.6 The CWT acknowledges that confidentiality is a central issue to the success of an EAP and that a breach of trust may destroy the credibility of the program.
- 2.2.7 The CWT supports the in-house coordination of its EAP by the Human Resources Department in accordance with the relevant policy.

2.3 Occupational Health Safety and Welfare (OHSW)

- 2.3.1 For the purpose of this clause, supervisor means any employee who has formal responsibility for the day to day supervision of other employees and/or contractors and/or volunteers.
- 2.3.2 The parties recognise the importance of an effective OHSW program and the need to fulfil the obligations in the *Occupational Health Safety and Welfare Act 1986 (SA)* and the CWT policies and procedures in providing a safe work environment for all employees.
- 2.3.3 The CWT is committed to the provision of a safe working environment and safe systems of work for all employees, regardless of location. Equipment, plant, clothing, substances and other items provided will be maintained in a safe condition and employees will be provided with relevant accurate information, instruction, training and supervision in this vital area.
- 2.3.4 Employees have an obligation to use the equipment provided, subject to relevant accurate information, instruction, training and supervision. This includes equipment utilised for the purpose of clause 2.4.
- 2.3.5 The CWT encourages consultation and communication between management and employees on all OHSW issues. OHSW health and safety representatives, the OHSW Steering Committee and Operational Sub-Committees provide the forum(s) for this process.
- 2.3.6 It is recognised by the parties that improved OHSW will ultimately increase productivity throughout the organisation by reducing the number of incidents and accidents and therefore, lost time, rehabilitation cost and skill shortages.
- 2.3.7 Employees agree to use personal protective equipment in the prescribed manner, this includes but is not limited to equipment required to prevent injuries such as eye and hearing protection and equipment designed to minimise longer-term illness and diseases including hats, respirators, sunscreen and protective clothing.
- 2.3.8 Employees who observe unsafe work situations must report the matter to their supervisor immediately.
- 2.3.9 Supervisors must ensure that all employees adhere to appropriate codes of safety, wear protective clothing and use appropriate personal safety equipment.
- 2.3.10 The CWT and employees will work together to maintain the required performance standard with the Local Government Association Workers Compensation Scheme (LGWCS) and legislative compliance.
- 2.3.11 Employees are required to participate in and assist with the development of work related training to ensure/assist the CWT achieve its OHSW goals.

- 2.3.12 The CWT employees will be required to participate in investigations following workplace incidents, accidents and risk assessments.
- 2.3.13 The CWT recognises that people affected by alcohol and other drugs in the workplace pose a risk to the safety of themselves and others. The misuse of alcohol or other drugs throughout CWT's operation is prohibited. The CWT will not allow any person onto a worksite who is believed to be under the influence of alcohol or other drugs. The sale or distribution of prescription or illegal drugs by an employee, contractor or volunteer, will be referred to and dealt with by Police.

2.4 No lift-No injury

- 2.4.1 As part of its commitment to the health and safety of employees, the CWT will ensure that lifting tasks are eliminated when possible. The aim is to minimise the need for lifting by employing alternative methods of moving and lifting residents.
- 2.4.2 Implementation will be subject to:
- (a) Providing an accredited training program to train workplace coordinators and/or Occupational Health Safety and Welfare representatives and/or managers in the implementation of No lift-No injury.
 - (b) At least once a year the St Martins OHSW Operational Sub-Committee will conduct audits of equipment to check suitability.
- 2.4.3 Subject to the outcome of the audits in clause 2.4.2 (b), the St Martins will consider allocating funds for new equipment on a priority needs basis.
- 2.4.4 At least once a year the St Martins OHSW Operational Sub-Committee will conduct audits of incident, accident and injury records to identify issues relating to lifting that require attention.

2.5 Journey accident insurance

- 2.5.1 The CWT will provide insurance coverage for employees who are involved in an accident and suffer bodily injury during:
- (a) A journey to and from the employee's residence and place of work
 - (b) A journey to and from the employee's residence and a place of training for work.
- 2.5.2 Employees may nominate to extend this insurance, at their cost, to provide coverage 24 hours a day 7 days a week.
- 2.5.3 Benefits are not payable for, or in relation to, any occurrence, event, injury or illness resulting from any breach of the law, illegal or criminal act committed by an employee covered under this insurance.

2.6 Healthy lifestyle incentives

2.6.1 Employee immunisation program

- (a) The CWT will provide the following vaccinations to employees in line with current practice:
- Influenza
 - Hepatitis A & B
 - Adult Tetanus Diphtheria.
- (b) The receipt of these vaccinations is voluntary and subject to employees signing an indemnity waiver regarding possible side effects.

2.6.2 Support to quit smoking

The CWT will continue to provide employees with support to quit smoking in accordance with the relevant policy.

2.6.3 Health and well-being programs

The CWT will continue to provide employees the opportunity to participate voluntarily in the annual Corporate Health/LGAWCS health and well being programs.

3 Communication and Dispute Resolution

3.1 Workplace relations

- 3.1.1. Effective consultation and communication are essential features of workplace relations at the CWT and the parties commit to both in order to:
- (a) Develop and improve working relationships.
 - (b) Enhance the efficiency of the CWT and St Martins operations.
 - (c) Help facilitate the successful introduction of workplace change and improvement.
- 3.1.2. The parties recognise the importance of effective communication and appropriate consultation in the workplace and fully accept their respective responsibilities in this regard.
- 3.1.3. The parties agree to communicate openly, actively and constructively in the conduct of St Martins' business. All communications will be as prompt and regular as possible.
- 3.1.4. The parties agree to conduct timely and regular meetings across St Martins in order for information to be exchanged between management and employees of the CWT.
- 3.1.5. The parties agree to make relevant documentation available freely and to circulate this promptly and regularly. Any information made available which is of a confidential manner will be treated accordingly.
- 3.1.6. The CWT is committed fully, during the life of this Agreement, to ensuring that there are opportunities for employees to be involved at the earliest possible stage when changes are likely to have an impact on their workplace, their jobs and daily operations.
- 3.1.7. The CWT will actively consult and provide timely acknowledgement to all employees regardless of the outcome and in such a manner as to encourage their continued interest and contribution to the decision making process.
- 3.1.8. The parties are committed to ensuring that the CWT Employee Code of Conduct and the St Martins Code of Employment Principles underpin all dealings involving management and employees.

3.2 Dispute resolution

- 3.2.1. This clause will apply solely to complaints or concerns that relate to a group or groups of employees. Any individual complaint or concern will be addressed in accordance with the CWT and St Martins policies and guidelines relating to the resolution of individual grievances.
- 3.2.2. It is anticipated that the majority of issues will be brought to the attention of and be addressed by the manager/supervisors at the St Martins work site as part of day-to-day operational activity.
- 3.2.3. The parties agree to follow all stages in the Dispute Resolution Procedure in clause 3.2.7 to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation whenever possible.
- 3.2.4. During the implementation of the Dispute Resolution Procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees, residents or members of the public.
- 3.2.5. If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees, residents or members of the public.

3.2.6. An employee is entitled to a representative of their choice during this procedure.

3.2.7. **Dispute Resolution Procedure**

Stage one

- The employees and/or, if requested, their representative will contact the relevant manager and attempt to resolve the concern or complaint at that level.

Stage two

- If the concern is not resolved at stage one, an employee and/or, if requested, their representative will meet with the relevant manager and General Manager.

Stage three

- If the matter is not resolved at stage two, an employee and/or, if requested, their representative will meet with the relevant General Manager and the Chief Executive Officer or their delegate with a view to resolving the matter.

Stage four

- In the event that any matters referred to in stages one, two and three remain unresolved following the negotiation provided for, the matter will be referred to the Commission or an external mediator for conciliation and/or arbitration, as may be agreed by the parties.
- If the matter is referred to a third party conciliator or arbitrator, the parties shall bear the costs of the conciliator/arbitrator equally.

3.2.8. The process described in stages one, two and three, should be completed within 14 working days of the issue being raised at stage one, to ensure its expedient resolution.

3.3 Noticeboard

The CWT will permit a notice board to be erected in an employees only area at the workplace to facilitate communication between the employees and/or their union.

4 Types of Employment

4.1 Contract of hiring

- 4.1.1. The contract of hiring every employee covered by this Agreement (other than casual employees) will, in the absence of a written contract, be by the fortnight.
- 4.1.2. An employee will not be forced to work in another workplace operated by the employer in another location, unless they have been engaged on terms that require them to do so.
- 4.1.3. Employment will be terminated in accordance with the notice provisions of clause 5 of this Agreement.
- 4.1.4. An employee who is justifiably dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

4.2 Employment categories

- 4.2.1. Full time employees are those employees who work an average of 76 hours per fortnight.
- 4.2.2. Part time employees:
 - (a) Are those employees who work less than an average of 76 hours per fortnight. For the purpose of determining the regularity of employment, regard must be had to any period of four weeks.
 - (b) For the purpose of this definition any hours worked by a part time employee to temporarily replace another employee who is absent from duty, which are worked in addition to those hours for which the employee is normally rostered, will not be taken into account.
- 4.2.3. Casual employees
 - (a) Must be paid an hourly rate as defined in Schedule 1, inclusive of the 20% loading for ordinary working hours.
 - (b) Are not entitled to annual leave, sick leave or payment for public holidays not worked.
 - (c) Will not, unless temporarily replacing a full time employee, work more than 76 hours in any fortnight.

4.3 Salary on appointment

- 4.3.1. On appointment an RN will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming an RN.
- 4.3.2. 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 EN and who is recognised as an EN must, on appointment as an EN, receive a rate of pay within the EN salary scale which is consistent with the recognition of relevant training, experience and skill gained immediately prior to undertaking the recognised EN training course.
- 4.3.3. For the purpose of clauses 4.3.1 and 4.3.2 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 when 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 15 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.
- (f) The onus of proof of previous continuous employment will be on the employee and will be established at the time of employment. The CWT 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 CWT.

4.4 Probation period

- 4.4.1. All employees commencing employment under this Agreement will be subject to a six month probationary period from the initial date of appointment with the CWT.
- 4.4.2. During the probationary period the performance of the employee will be assessed.
- 4.4.3. Prior to the conclusion of the probationary period, the employee will be notified in writing as to whether their performance will be confirmed or terminated due to unsatisfactory performance.

5 Termination of Employment

5.1 Notice of termination by the employer

5.1.1 In order to terminate the employment of an employee the CWT will give the employee the following notice:

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years and but less than 5 years	3 weeks
More than 5 years	4 weeks

5.1.2 In addition to the notice in clause 5.1.1, employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, will be entitled to additional notice of one week.

5.1.3 Payment at the ordinary rate of pay in lieu of the notice will be made if the appropriate notice period prescribed in clause 5.1.1, 5.1.2 and 5.5.4 is not required to be worked. Employment may be terminated by the employee working part of the period of notice and by the CWT making payment for the remainder of the period of notice.

5.1.4 In calculating any payment in lieu of notice, the CWT must pay the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

5.1.5 The period of notice in this clause will not apply in the case of:

- (a) Dismissal for conduct that at common law justifies instant dismissal.
- (b) Casual employees.
- (c) Probationary employees.
- (d) Employees engaged for a specific period of time.
- (e) Employees engaged for specific task or tasks.

5.2 Notice of termination by an employee

In order to terminate employment, an employee must give the CWT two weeks notice.

5.3 Time off during notice period

When the CWT has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with their manager/supervisor.

5.4 Payment in lieu

If the CWT makes payment in lieu for all or any of the period of notice prescribed, then the period for which such payment is made will be treated as service for the purposes of computing any service related entitlements of the employee.

5.5 Redundancy

5.5.1 Exclusions

- (a) Clause 5.5 does not apply to employees with less than 1 year's continuous service. The general obligation of the CWT is 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.
- (b) Clause 5.5 does not apply when:
 - Employment is terminated as a consequence of conduct that at common law justifies instant dismissal.
 - In the case of casual employees.
 - Employees engaged for a specific period of time or for a specified task or tasks.

5.5.2 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy the employee must be given notice of termination as prescribed by clause 5.1.
- (b) Employees who are to receive notification of termination of employment on account of the introduction or proposed automation or other like technological changes must be given not less than three months notice of termination.
- (c) Should the CWT fail to give notice of termination as required in clauses 5.1.1 or 5.1.2 the CWT 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 CWT for the purposes of the *Long Service Leave Act 1987 (SA)*.

5.5.3 Time off during notice period

- (a) During the period of notice of termination given by the CWT an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one 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.
- (c) The time off during notice period entitlements under this clause apply in lieu of the provisions of clause 5.3.

5.5.4 Severance pay

- (a) Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in clauses 5.5.2 (a) and (b).
- (b) An employee whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
One year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and over	12 weeks

5.5.5 Alternative employment

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

5.5.6 Written notice

The CWT must, as soon as practicable but prior to the termination of the employee's employment, give to the employee written notice containing information including:

- (a) The date and time of the proposed termination of the employee's employment.
- (b) 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.
- (c) Advice as to the entitlement of the employee to assistance from the CWT, including:
- Time off without loss of pay in seeking other employment.
 - Arranging training or retraining for future employment.
- (d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

5.5.7 Transfer to lower paid duties

When an employee whose job has become redundant accepts an offer of alternative work by the CWT 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 employees employment had been terminated. The CWT 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.

5.5.8 Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate their 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 CWT until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

5.5.9 Payment in lieu treated as service

If the CWT makes payment in lieu for all or any of the period of notice prescribed, then the period for which such payment is made must be treated as service for the purposes of computing any service related entitlements of the employee and must be deemed to be service with the CWT for the purposes of the *Long Service Leave Act 1987 (SA)*, as amended.

5.6 Termination and programmed days off

5.6.1 When a full-time employee paid on the average pay system prescribed by this clause has their contract of employment terminated by the CWT, or terminates their own employment, the following procedures will apply:

- (a) When 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.
- (b) When 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.

5.6.2 An employee required to work on a day otherwise nominated as a programmed day off and which is not substituted in accordance with clause 5.6.1 will be paid for work on such day in accordance with the provisions of clause 7.6.

6 Rates of Pay and Related Matters

6.1 Wage increases

- 6.1.1 A pay increase of 4% occurred on the first full pay period after 1 July 2010.
- 6.1.2 The parties agree to no further increase during the life of this Agreement.
- 6.1.3 In the next Enterprise Agreement, the parties agree to negotiate a pay increase to take effect on or after the first full pay period after 1 July 2012.

6.2 Conversion of annual salaries to hourly rates

When it is necessary to convert an annual salary to an hourly rate, it will in every instance be ascertained by using the following formula:

Multiply the annual rate by 12, divide by 313
Calculate to the nearest ten cents and divide by 76

6.3 Classification of employees

- 6.3.1 RN's performing direct care nursing duties will be classified as RN1, however paid at RN2-1 classification for the life of this Agreement. The higher classification level and first increment take into consideration their RN1 work value and includes the nurse-in-charge allowance.
- 6.3.2 Classification criteria are set out in Schedule 2 and are the primary guide to classification, as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position.
- 6.3.3 The criteria set out in Schedule 2 are a non-exhaustive list that may be undertaken within the particular characteristic level and are an indicative guide only. Employees at any particular characteristic level may be expected to undertake duties of any level lower than their own.

6.4 Increments

- 6.4.1 An employee is entitled to increments for service in their respective classification level, following the completion of 1820 actual ordinary hours of work.
- 6.4.2 Progression to the next applicable increment can not occur earlier than twelve months at the previous or existing increment.

6.5 Progression and accelerated advancement – EN's

6.5.1 Pay point progression

- (a) Employees will progress on their annual anniversary date from one pay point to the next, having regard to clause 6.4 and subject also to the acquisition and utilisation of skills and knowledge through experience as defined in clause 6.3 in their practice setting(s) over such period.
- (b) An employee's progression may be deferred or refused by the CWT, provided that any such deferral or refusal is referable only to the terms specified for each pay point in Schedule 2 and is not unreasonable nor arbitrarily imposed by the CWT. It will be considered unreasonable if the CWT has refused to provide training and/or opportunities to work in various practice settings in St Martins.

6.5.2 Appeal and review

- (a) An appeal or review will be undertaken in accordance with the CWT policy and guidelines relating to the resolution of individual grievances.
- (b) An employee may appeal a deferral or refusal. When such an appeal results in a revocation of the CWT's decision, pay point progression is deemed to operate and be payable from the employee's anniversary date for such progression pursuant to clause 6.5.1(a).
- (c) The CWT or an employee may initiate a review of a deferral or refusal of progression. When this review lifts the deferral or refusal, it will operate from such date, when circumstances have changed so that the employee appropriately falls within the terms specified for the next pay point as defined in clause 6.4.

6.6 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 at the relevant rate for each position.

6.7 Pay slips

The CWT will provide employees with pay slips in accordance with the provision of the Act.

6.8 Superannuation

- 6.8.1 The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Change Act 1992 (Cth)* and the *Superannuation Industry (Supervision) Act 1993 (Cth)*. The legislation governs the superannuation rights and obligations of the parties.
- 6.8.2 At the date of making this Agreement the parties agree that the CWT is required to make contributions to either the Local Government Superannuation Scheme (Local Super) or the HESTA Superannuation Fund.
- 6.8.3 If at any stage during the period of operation of this Agreement the parties establish that the CWT can make contributions to a Fund other than the HESTA Superannuation Fund or Local Super, then the Fund for the purposes of this Agreement will mean any fund chosen by an employee which complies with the *Superannuation Industry (Supervision) Act 1993 (Cth)*.
- 6.8.4 The CWT will make contributions to the Fund for an employee in accordance with the legislative requirements in clause 6.8.1.

6.9 Salary sacrifice

6.9.1 Salary sacrifice general

- (a) Salary sacrifice is an arrangement between the CWT and employee, when the employee agrees to receive part of a gross salary as a benefit rather than as salary.
- (b) Salary sacrifice arrangements are optional and voluntary.
- (c) Employees utilising salary sacrifice arrangements will be required to do so in accordance with the CWT's relevant policies and procedures.
- (d) The ability for an employee to salary sacrifice part of their remuneration will apply when salary sacrifice is possible under relevant legislation.

- (e) Employees may salary sacrifice any item made available by the salary packaging service provider, but no assurance is given or should be implied that making items available means that arrangements are tax effective or financially advantageous to employees.
- (f) The Australian Tax Office has issued relevant rulings/determinations concerning Fringe Benefits Tax (FBT) on some employee benefits.
- (g) Employees should obtain independent and appropriate financial advice before entering into or proposing to change salary sacrifice arrangements.
- (h) The provision of salary sacrifice is to be cost neutral to the CWT. Employees are responsible for any administrative costs, charges, FBT and other taxation liabilities incurred by the CWT.
- (i) Should there be any legislative changes in the future in relation to salary packaging or sacrificing, the CWT reserves the right to make alterations to the salary sacrifice policies and procedures which currently apply.
- (j) Salary sacrifice arrangements may be made for:
 - Income protection insurance as per the Income Protection policy.
 - Purchased leave as per the Purchased Leave policy.
 - Arrangements with the salary packaging service provider as per the Salary Sacrifice policy.
 - Superannuation as per clause 6.9.2.

6.9.2 Salary sacrifice into superannuation

- (a) Subject to the following conditions, an employee may apply to the CWT to salary sacrifice any part of their salary to make additional contributions to the Fund:
 - As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
 - The employee's substantive growth salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave will be the pre-sacrificing salary.
 - Any such arrangement will be by mutual agreement between the individual employee and the CWT.
 - The application must be in writing and detail the percentage of salary to be sacrificed, together with a statement that the "cash" component is adequate for their ongoing living expenses.
 - Any agreement may only apply to future salary arrangements and will not operate retrospectively.
 - The employee may rescind their agreement to salary sacrifice, provided one month's notice in writing is given to the CWT.
 - The employee will bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
 - Salary sacrifice contributions will be treated as the CWT contributions and may be subject to the superannuation surcharge and are likely to be preserved.
 - The employee acknowledges and understands that their take home pay will be reduced.

6.10 Uniform allowance

6.10.1 During the life of this Agreement, the CWT will supply the following uniform items to each employee:

- (a) An initial supply of 2 work shirts with an appropriate St Martins monogram.
- (b) For full time employees, a subsequent annual supply of 1 work shirt with an appropriate St Martins monogram, concurrent with the July-June financial year.
- (c) For part time employees, a subsequent annual supply of 1 work shirt following each completed 1820 hours worked, with an appropriate St Martins monogram.

6.10.2 Additional work shirts with the appropriate St Martins monogram may be purchased by employees at their own cost.

6.10.3 The relevant CWT policy will specify the type of detail and other apparel to be worn by the employees with supplied work shirts, so as to assist the employee to make any claims (for which they may be eligible) in their income tax assessment.

6.11 On-call allowance

6.11.1 Employees, other than the Nurse Manager (NM), rostered to be on-call at their private residence, or any other mutually agreed place:

- (a) Between rostered shifts of ordinary hours on a Monday to Friday inclusive, must receive an additional amount of \$14.80 for the period or part thereof.
- (b) On a Saturday, must receive an additional amount of \$22.00 for the period or part thereof.
- (c) On a Sunday, public holiday or any other day the employee is not rostered to work, must receive an additional amount of \$25.70 for the period or part thereof.

6.11.2 Employees other than the NM, rostered to be on-call and recalled to duty will, in addition to the rates prescribed in clause 6.11.1, be entitled to receive normal overtime provisions in accordance with clause 7.6.

6.11.3 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.

6.11.4 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 6.14. Travelling time from the normal place of residence and return must be deemed to be time worked.

6.12 Nurse in charge allowance

RN's performing direct care nursing duties will be classified as RN1, however paid at RN2-1 classification of the life of this Agreement. The higher classification level and first increment level take into consideration their RN1 work value and includes the nurse-in-charge allowance.

6.13 Telephone expenses

6.13.1 Telephone expenses reasonably incurred by an employee with the authority of the CWT will be reimbursed by St Martins.

6.13.2 The additional payments prescribed by this clause do not form part of the employee's ordinary pay for the purpose of this Agreement.

6.14 Travelling expenses

6.14.1 Employees required to travel at the direction of St Martins will be reimbursed the cost of reasonable board, lodgings, meals and fares. Reasonable proof of reasonable costs so incurred is to be provided by the employee to the CWT.

6.14.2 When an employee is required to use a private vehicle, St Martins will reimburse the employee a vehicle allowance as set out in Schedule 3.

6.14.3 The vehicle allowances specified in Schedule 3 will be maintained to equal the Australian Taxation Office rates.

6.15 Gerontic allowance

An employee who holds a recognised gerontic certificate or graduate diploma in gerontic health is entitled to the allowance set out in Schedule 3 for actual hours worked.

6.16 Overpayment of wages

6.16.1 When an employee is paid for work not subsequently performed or is overpaid in any other manner, the CWT is entitled to negotiate with the employee to make adjustment to the subsequent wages or salaries of the employee.

6.16.2 The CWT is required to notify the employee in writing of their intention to recoup overpayment and to consult with the employee as to the appropriate recovery rate.

7 Working Arrangements

7.1 Ordinary working hours

7.1.1 The maximum ordinary hours of work is an average of 76 per fortnight to be worked according to the St Martins roster.

7.1.2 Continuous work

- (a) Except for meal breaks and for an additional break if required the ordinary hours of work for employees will be continuous and will not exceed 12 hours per day or shift.
- A shift must not exceed eight ordinary hours of work (exclusive of meal breaks and any additional breaks), unless otherwise agreed to under this clause. Given these requirements and subject to mutual agreement between the employee and the CWT, the maximum daily ordinary hours may be increased to ten, excluding overtime.
 - The parties accept that the critical requirements for effective service provision by the organisation are flexible working conditions and hours of work to meet resident care levels, funding for which is commensurate with the assessed level of resident care that is required.
- (b) To increase flexible working conditions, the maximum number of shifts per fortnight an employee may request to work will be increased to 12, excluding overtime. However should the employer require an employee to work in excess of 10 shifts per fortnight, overtime provisions will apply.

7.1.3 Work cycle

The ordinary hours of work for a full time employee will be worked on the following basis:

- (a) 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 80 hours per fortnight.
- (b) When 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 clause 7.1.3(a).
- (c) All time worked in excess of eight hours on a rostered extended night shift will be a credit towards a PDO.

7.1.4 Implementation of working hours

- (a) The method of implementation of working hours will be by rostering employees on various days of the week so that each full time employee works in accordance with clause 7.1.2 will have at least one PDO, during each 28 day roster cycle.
- (b) By mutual agreement between the CWT and the employee, a full time employee may work an average of 38 ordinary hours per week in a manner other than a PDO, 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.
- (c) The day or days on which these shorter shifts will be worked must be mutually agreed between the CWT and the employee.

7.1.5 Banking of PDO's

- (a) At any time, a full time employee may seek to bank, for up to six months, any PDO which becomes due. Such banking is only by mutual agreement between the Manager St Martins and the employee.
- (b) No more than five PDO's may be banked at any given time.
- (c) Deferred PDO's may be taken as single days or as a block in a manner mutually agreed between the Manager St Martins and the employee.
- (d) If agreement can not be reached as to how this time off should be taken, the CWT may with two weeks notice, inform the employee of the way in which the time off must be taken.

7.1.6 Extended night shift employees and PDO

A full time employee, other than the Manager St Martins and the NM, who is engaged to work an extended night shift of between eight and ten ordinary hours is entitled will at least four PDO's in each twenty week period. Such days off to be nominated by the Manager St Martins in accordance with the rostering provision in clause 7.2.

7.1.7 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 7 hours and 36 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 7 hours and 36 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.

7.2 Rosters

- 7.2.1 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.
- 7.2.2 A roster may be altered at any time to enable the nursing service of St Martins 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.
- 7.2.3 No notice of change of roster is required when agreement exists between the CWT and employee as to that change.

7.2.4 Minimum interval between shifts

- (a) An employee must whenever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift.
- (b) When 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.

7.3 **Changed duty**

- 7.3.1 An employee changing from night duty to day duty or from day duty to night duty must be free from duty during the next 20 hours immediately preceding the commencement of the changed duty.
- 7.3.2 This clause does not apply if the employee is required to perform duty to enable the nursing services of St Martins to be carried out in an emergency or when another employee is absent from work.

7.4 **Shift work**

7.4.1 Definitions

- (a) **Afternoon shift** means a complete rostered shift commencing not earlier than 12:00 noon and finishing after 6:00pm on the day of the shift.
- (b) **Night shift** means a complete rostered shift worked between the hours of 6:00pm and 7:30am.

7.4.2 Penalty rates

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

- (a) For all ordinary time worked on an afternoon shift Monday to Friday inclusive, 12.5%
- (b) For all ordinary time worked on night shift Monday to Friday inclusive, 15%
- (c) For all ordinary time worked between midnight Friday and midnight Saturday, 50%
- (d) For all ordinary time worked between midnight Saturday and midnight Sunday, 75%
- (e) The additional payments specified above will not form part of an employee's ordinary pay for the purposes of this Agreement. The rates in 7.4.2(c) and 7.4.2(d) are in substitution of and not cumulative upon, the rates prescribed in 7.4.2(a) and 7.4.2(b).

7.4.3 Daylight savings

In the months that daylight savings commences and ceases employees will be paid at ordinary time rates for the actual hours worked.

7.5 **Meal breaks**

- 7.5.1 By arrangement with the employees on each shift, an employee will not be required to work more than 5 hours without an unpaid meal break of not less than 30 minutes but not more than 60 minutes free of all duty. The meal break on the night shift must not exceed 30 minutes. Meal breaks are not regarded as working time.
- 7.5.2 An employee will not be required to work more than 4 hours without a paid tea break of not less than 10 minutes per shift, which will be counted as time worked.

- 7.5.3 The parties further agree that the current practice of the RN on duty (on the floor) with direct clinical involvement, on each shift, will be paid for a half hour of time normally attributed to a meal break at the normal hourly rate, instead of penalties which may be applicable should an unpaid meal break be interrupted by the requirements of resident care needs.
- 7.5.4 Paid meal breaks for EN's on duty, who may be required to forego their meal break due to operational need, will be negotiated by the Manager St Martins on a case by case basis.

7.6 Overtime

7.6.1 Reasonable overtime

- (a) Subject to clause 7.6.1(b) the CWT may require an employee to work reasonable overtime at the overtime rates set out in clause 7.6.2.
- (b) An employee may refuse to work overtime in circumstances when the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- Any risk to employee health and safety.
 - The employee's personal circumstances including family responsibilities.
 - The needs of the workplace.
 - The notice (if any) given by the CWT of the overtime and by the employee of their intention to refuse it.
 - Any other relevant matter.

7.6.2 All employees, with the exception of the NM, are paid at overtime rates for any authorised work in excess of the ordinary working hours of a full time employee or rostered hours set out in clause 7.1. The overtime rates are as follows:

- (a) Monday to Saturday inclusive is paid at the rate of 150% for the first three hours and 200% thereafter until the completion of the overtime worked.
- (b) Sunday is paid at the rate of 200% for all time worked.
- (c) Time off equivalent to the additional hours worked may be granted in lieu of payment for overtime worked with the mutual agreement of the manager and employee.
- (d) For all authorised time worked by part time employees in excess of rostered hours but within ordinary hours of work, the employee will receive credit for those hours in the accumulation of pro rata entitlements under this Agreement and be paid at the rate of ordinary time for all hours worked less than 38 per week.

7.6.3 Calculation of payments

- (a) The hourly rate to be used for such calculations is defined in clause 6.2.
- (b) Casual employees working overtime will continue to receive 20% casual loading based on the hourly rate as prescribed in clause 7.6.3(a), so that:
- When time and a half is applicable the rate of pay will be 170% of the hourly rate.
 - When double time is applicable the rate of pay will be 220% of the hourly rate.
- (c) In computing overtime payments each days work will stand alone.

7.6.4 Recall to work

- (a) An employee who is recalled to work overtime after leaving St Martins must be paid for a minimum of three hours work at the appropriate rate, provided that an employee is not required to work the full three hours if the work is completed in a shorter period.
- (b) Clause 7.6.4(a) does not apply when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.
- (c) An employee recalled to work without notice on the employees PDO must be paid overtime in accordance with this clause and is not entitled to substitute another day for the PDO.
- (d) When 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 PDO due to an emergency, the employee must be paid at ordinary time for that day and a substitute day off must be granted.
- (e) Time worked in the circumstances of this clause is not regarded as overtime for the purpose of clause 7.6.6 when the actual time worked is less than the minimum of three hours on such recall or recalls.

7.6.5 Transport

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

7.6.6 Eight hour break

- (a) An employee (other than a casual employee) 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 had at least eight consecutive hours off duty between those times will, subject to this clause, 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 occurring during such absences.
- (b) If on instructions of the manager the employee resumes or continues to work without having eight consecutive hours off duty, the employee will be paid at 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 absences.

8 Leave

8.1 Annual leave

This clause applies on a pro rata basis for part time employees and does not apply to casual employees.

8.1.1 Entitlement to annual leave

- (a) All employees are entitled to 4 weeks annual leave.
- (b) An employee is entitled to 6 weeks annual leave when their shifts are continuously rostered on a 24 hour, 7 day a week roster, the employee is regularly rostered to work across those shifts and also regularly works on Sundays and public holidays.

8.1.2 Crediting of annual leave

In accordance with the Act, each month the CWT must credit to an employee the amount of annual leave accrued by the employee since the CWT last credited an amount of annual leave to the employee.

8.1.3 Accrual of annual leave entitlement

- (a) Employees entitled to 4 weeks annual leave accrue the following leave for each completed year of continuous service:
 - A full time employee accrues 152 hours per annum
 - A part time employee accrues $152/38 \times$ average weekly ordinary hours over the previous 12 months (hours per annum)
- (b) Employees entitled to 6 weeks annual leave accrue the following leave for each completed year of continuous service:
 - A full time employee accrues 228 hours per annum
 - A part time employee accrues $228/38 \times$ average weekly ordinary hours over previous 12 months (hours per annum)
- (c) On termination of employment, after one month's continuous service, if the period of service is not exactly divisible into completed years:
 - An employee entitled to 4 weeks annual leave accrue $12 \frac{2}{3}$ hours annual leave for each completed month of service.
 - An employee entitled to 6 weeks annual leave accrue 19 hours annual leave for each completed month of service.
 - A part time employee accrues such annual leave on a pro-rata basis.
- (d) To qualify as a shift worker an employee must:
 - Be employed in a business in which shifts are continuously rostered 24 hours a day, 7 days per week, and
 - Be rostered to work the rotating roster that includes each of the shifts, and
 - Work not less than 20 Saturdays and not less than 20 Sundays and not less than 7 public holidays during their anniversary year.

8.1.4 Taking annual leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - At least that amount of annual leave is credited to the employee, and
 - The CWT has authorised the employee to take the annual leave during that period.
- (b) To promote a healthy lifestyle and work/life balance the manager will actively encourage employees to take their annual leave entitlement every year.
- (c) Full time employees may elect to accrue and carry forward any amount of leave to a maximum not exceeding 304 hours (pro rata for part time employees) from the date the employee becomes entitled to the leave. The maximum accrual may be increased in exceptional circumstances by written agreement between the employee and their manager and approved by their General Manager.
- (d) Annual leave will be given and taken in not more than two separate periods unless the manager and employee otherwise agree.
- (e) If the manager and the employee fail to agree on the time (or times) for taking annual leave or part thereof, the manager may require the employee to take annual leave by giving the employee notice of the requirement to take leave, at least two weeks before the period of annual leave is to begin.
- (f) St Martins commits to developing an annual leave management plan during the life of this Agreement.

8.1.5 Cashing out of annual leave

- (a) An employee is eligible to cash out, in part, their accrued annual leave entitlement if:
 - They have an annual leave balance in excess of 304 hours (full time equivalent) annual leave.
 - They make an application in writing that is approved by their General Manager.
 - The employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work/life balance is maintained through the taking of appropriate leave breaks.
- (b) An employee is not entitled to cash out more than 76 hours (FTE). This is equivalent to up to two weeks per year for full time employees whose hours do not change over the course of a 12 month period.
- (c) Employees will not be able to cash out annual leave in advance of the annual leave being credited.
- (d) The employee is to receive pay in lieu of the amount of annual leave at the employee's ordinary rate of pay at the time the payment is made.
- (e) A written record of the request and the approval must be retained in the employee's payroll file.
- (f) Subject to clause 8.1.4(a) and 8.1.4(d) an employee will be entitled to take the cashed out value of annual leave as time off work without pay at a later date should the employee elect to do so.

8.1.6 Annual leave exclusive of public holidays

- (a) The annual leave prescribed by this clause is exclusive of any public holiday prescribed in clause 8.12. 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:
- The holiday is observed on a day which the employee would have normally been working, and
 - The employee commences work at their ordinary starting time on the working day immediately following the last day of their annual leave, or provides proof of reasonable cause for absence on that day.
- (b) If the employee fails to attend for work at the employee's ordinary starting time on the working day immediately following the last day of the annual leave, when it has been extended in accordance with clause 8.1.6(a), without reasonable cause, the employee is not entitled to be paid for any such holiday. Proof of reasonable cause rests with the employee.

8.1.7 Payment for annual leave

- (a) Prior to proceeding on annual leave an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.
- (b) The Enterprise Agreement rate of pay for the appropriate classification of the employee, when applicable, will be included in determining the amounts payable for annual leave.
- (c) Upon termination of employment an employee must be paid for leave accrued in accordance with clause 8.1.3 which has not been taken.

8.1.8 Annual leave loading

An employee is also entitled to payment of a loading of 17.5% computed on the normal rate of pay for the classification of the employee at the commencement of such leave, or the weekend and shift penalties the employee would have received had the employee not been on leave during the relevant period, whichever is the greater.

8.1.9 Illness while on annual leave

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.
- (b) Sick leave entitlements are available for the period of the illness.

8.1.10 Annual leave and PDO's

- (a) Entitlement to a PDO will occur upon completion of the period of work required to have accrued the necessary credit appropriate to the working arrangement.
- (b) 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.
- (c) 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.

8.2 Purchased leave

- (a) Employees may acquire between one and four weeks paid leave each year, in return for a pro rata reduction in their annual salary (excluding allowances) before any adjustment for a salary sacrifice arrangement.
- (b) Purchased leave is subject to operational requirements and relevant approval and is to be assessed in the same way as applications for Annual Leave and Long Service Leave.
- (c) Purchased leave is a paid leave entitlement and will be credited to the employee's annual leave balance when the application has been approved.
- (d) Employees are urged to seek independent financial advice prior to making an application for any purchased leave arrangement.
- (e) Purchased leave will count as service for all purposes.
- (f) When an employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to account for all monies owing to the employee or the City of West Torrens.
- (g) Employees must apply for purchased leave before 1st of May each year.
- (h) Employees must complete the purchased leave agreement and purchased leave application form and forward their manager for approval.
- (i) An employee will fund the purchased leave with salary sacrifice deductions from their salary. The repayments must be finalised between the 1st July and 30 June.
- (j) An employee with an annual leave balance in excess of 304 hours (8 weeks leave FTE) will not be eligible to apply for purchased leave. Annual leave balance refers to the aggregation of an employee's entitlement and accrual. Refer to Annual leave policy.
- (k) This clause should be read in conjunction with the City of West Torrens Purchased leave policy and procedure.

8.3 Compassionate leave

8.3.1 Full time and part time employees

- (a) Paid leave entitlement
 - An employee is entitled to two days compassionate leave on the following occasions:
 - To spend time with an immediate family or household member who is suffering from an illness or injury that poses a serious threat to that person.
 - On the death of an immediate family member or household member.
 - The CEO may grant up to five days paid compassionate leave, per occasion, to an employee on the death of an immediate family member or household member when they are satisfied such leave is warranted, having regard to the particular circumstances.
 - Evidence of serious threat or death must be provided by the employee to the satisfaction of the CWT, if so requested.
- (b) Unpaid compassionate leave

- In addition to the entitlement in clause 8.3.1(a), an employee may take unpaid compassionate leave by agreement with the relevant manager.
- Evidence of serious threat or death will be provided by the employee to the satisfaction of the CWT, if so requested.

8.3.2 Casual employees

- (a) Casual employees are entitled to be unavailable for work, or to leave work upon the death of an immediate family member or household member.
- (b) The relevant manager and the employee will agree on the period for which the employee will be entitled to be unavailable for work. In the absence of agreement the employee is entitled to be unavailable for work for a minimum of two days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The CWT must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of the CWT to engage or not to engage a casual employee are otherwise not affected.

8.4 **Personal leave**

- 8.4.1 This clause applies to full time employees, to part time employees on a pro rata basis and does not apply to casual employees.
- 8.4.2 An employee is entitled to 10 days personal leave per annum paid at their normal rate of pay, excluding penalty rates, overtime, allowances and loadings.
- 8.4.3 Personal leave means either paid sick leave or carer's leave or a combination of both. Paid personal leave will be available to an employee when they are absent:
 - (a) Due to personal illness or injury, or
 - (b) For the purpose of caring for an immediate family member or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.
- 8.4.4 An employee's personal leave entitlement will accrue at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours per annum.
- 8.4.5 Any personal leave not taken will accumulate from year to year but is not payable upon termination.
- 8.4.6 Any personal leave taken by an employee will be deducted from the employee's personal leave credit.
- 8.4.7 Except in the case of an emergency an employee must, at least 3 hours prior to the start of the first day or shift of such absence, inform their manager/supervisor of their inability to attend for duty and as far as practicable state the estimated duration of the absence.
- 8.4.8 An employee must provide evidence supporting their claim for personal leave in accordance with clause 8.6 of this Agreement.

8.5 **Unpaid personal leave**

- 8.5.1 Unpaid personal leave means either unpaid sick or carer's leave or a combination of both.
- 8.5.2 An employee is entitled to two days unpaid personal leave per occasion.

- 8.5.3 Unpaid personal leave may be a single unbroken period of up to two days or any separate period agreed between the manager/supervisor and the employee.
- 8.5.4 An employee must provide evidence supporting their claim for unpaid personal leave in accordance with clause 8.6 of this Agreement.
- 8.5.5 Unpaid personal leave is only available to full time and part time employees when they have exhausted their entitlement to paid personal leave.
- 8.5.6 A casual employee is entitled to be unavailable for work or to leave work if they are sick or they need to care for an immediate family member or household member who:
 - (a) Are sick and require care and support, or
 - (b) Are involved in an emergency and require care and support.

8.6 Evidence supporting claim for personal leave

- 8.6.1 This clause applies to full time, part time and casual employees
- 8.6.2 Employees will be allowed a total of five days personal leave per annum without a medical certificate or statutory declaration measured from the anniversary date of the employee's commencement of employment.
- 8.6.3 Any personal leave taken in excess of the five days per anniversary year will require a medical certificate from a registered health practitioner or a statutory declaration.
- 8.6.4 The medical certificate must state that in the practitioner's opinion, the employee or member of the employee's immediate family or household has or will have a personal illness or injury in the period.
- 8.6.5 The statutory declaration must state that the employee is, was or will be unfit to work due to a personal illness or injury, or that the employee requires or required leave to provide care or support to a member of their immediate family or household because of illness, injury or an unexpected emergency.
- 8.6.6 Notwithstanding clauses 8.6.2 and 8.6.3 employees will also be expected to provide a medical certificate or statutory declaration when paid or unpaid personal leave is taken on either side of:
 - (a) A public holiday
 - (b) A rostered day off
 - (c) A programmed day off
 - (d) Annual leave.
- 8.6.7 When providing a statutory declaration as evidence supporting the claim for paid or unpaid leave the employee must include the reason why they were unable to obtain a medical certificate.

8.7 Personal leave and PDO's

- 8.7.1 When an employee is absent due to personal illness on the working day before, and/or the working day after the PDO, the employee is not entitled to payment for such work day(s), unless a medical certificate or a statutory declaration is produced.
- 8.7.2 When an employee is absent due to personal illness on a PDO:
 - (a) Such day will stand as the PDO and the employee will not be permitted to substitute another day for the PDO and

(b) The employee will not be entitled to paid personal leave in addition to payment for the PDO and

(c) The day will not be debited as personal leave.

8.7.3 When 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.

8.8 Parental leave

8.8.1 This clause applies to full time, part time and eligible casual employees, but does not apply to other casual employees.

8.8.2 Employers responsibility to inform

On becoming aware that an employee is pregnant, an employee's spouse is pregnant, or an employee is adopting a child, the CWT must inform the employee of:

(a) The employee's entitlements under this clause.

(b) The employee's responsibility to provide various notices under this clause.

8.8.3 Basic entitlement

(a) After 12 months continuous service parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(b) Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- For maternity and paternity leave an unbroken period of up to one week at the time of the birth of the child, known as short parental leave.
- For adoption leave an unbroken period of up to three weeks at the time of placement of the child, known as short adoption leave.

(c) The CWT must not fail to re-engage an eligible casual employee because:

- The employee or the employee's spouse is pregnant, or
- The employee is or has been immediately absent on parental leave.

(d) The right of the CWT to engage or not to engage a casual employee is otherwise not affected.

8.8.4 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, when an employee takes leave under clauses 8.8.3 (a) and 8.8.5(a) second dot point, an employee may apply to the CWT to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlements set out in clauses 8.8.3 and 8.8.5.

8.8.5 Right to request

(a) An employee entitled to parental leave pursuant to the provisions of clause 8.8.3 of this Agreement may request the CWT to allow the employee:

- To extend the period of simultaneous unpaid parental leave provided for in clause 8.8.3(b) up to a maximum of eight weeks.

- To extend the period of unpaid parental leave provided for in clause 8.8.3(a) by a further continuous period of leave not exceeding 12 months.
 - To return from a period of parental leave on a part time basis until the child reaches school age.
 - To assist the employee in reconciling work and parental responsibilities.
- (b) The CWT will consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the CWT business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

8.8.6 The employee's request and the CWT's decision made under this clause must be recorded in writing.

8.8.7 When an employee wishes to make a request to return to work part time under clause 8.8.5(a) third dot point, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

8.8.8 Maternity leave

- (a) An employee will provide their manager at least 10 weeks prior to each proposed period of maternity leave, with:
- A medical certificate which states, if the child is yet to be born:
 - The employee's name.
 - That the employee is pregnant.
 - The date on which the birth is expected.
 - A medical certificate, if the child has been born:
 - The employee's name.
 - The actual date of birth of the child.
- (b) An employee will provide their manager at least four weeks prior to each proposed period of maternity leave, with a statutory declaration that states:
- First and last days of intended maternity leave.
 - First and last days of any paternity leave, or any other authorised leave intended to be taken by the employee's spouse because of the pregnancy.
 - That, except in the case of short parental leave, the employee intends to be the primary caregiver of the child at all times while on maternity leave.
 - That the employee will not engage in any conduct inconsistent with their contract of employment while on maternity leave.
- (c) The employee will not be in breach of clauses 8.8.8(a) and 8.8.8(b) if the failure to give the required period of notice is because of the birth occurring earlier than expected or other compelling circumstances. However notice must be given no later than two weeks after the date of the birth.
- (d) Subject to clause 8.8.3(a) and unless agreed otherwise between the CWT and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

- (e) When an employee continues to work within six week period immediately prior to the expected date of birth, or when the employee elects to return to work within six weeks after the birth of the child, the CWT will require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- (f) Maternity leave may be cancelled by agreement between the CWT and the employee.
- (g) Maternity leave applied for but not commenced, is cancelled should the pregnancy terminate other than by birth of a living child.

8.8.9 Special maternity leave

- (a) When the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) When an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- (c) When an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave including parental leave taken by a spouse, may not exceed 52 weeks.
- (d) When leave is granted, during the period of leave an employee may return to work at any time, as agreed between the manager and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

8.8.10 Paternity leave

- (a) An employee will provide their manager at least 10 weeks prior to each proposed period of paternity leave, with:
 - A medical certificate which states, if the child is yet to be born:
 - The name of the employee's spouse.
 - That the employee's spouse is pregnant.
 - The date on which the birth is expected.
 - A medical certificate, if the child has been born:
 - The name of the employee's spouse.
 - The actual date of birth of the child.
 - Written notification of:
 - The first and last days of intended paternity leave, including any short parental leave as provided for in clause 8.8.3(b).
 - A statutory declaration which states:
 - The first and last days of intended paternity leave.
 - First and last days of any maternity leave, or any other authorised leave intended to be taken by the employee's spouse because of the pregnancy.
 - That, except in the case of short parental leave, the employee intends to be the primary caregiver of the child at all times while on paternity leave.

- That the employee will not engage in any conduct inconsistent with their contract of employment while on paternity leave.
- (b) The employee will not be in breach of clause 8.8.10(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- (c) Paternity leave may be cancelled by agreement between the CWT and the employee.
- (d) Paternity leave applied or but not commenced, is cancelled should the pregnancy terminate other than by the birth of a living child.

8.8.11 Adoption leave

- (a) Within eight weeks of notice of confirmation of approval for adoption by a government authority an employee must notify their manager of:
 - Their intention to apply for adoption leave.
 - The date on which the child will be placed in the employee's care.
- (b) The employee must provide their manager at least 10 weeks in advance of the first day of adoption leave with:
 - A statutory declaration which states:
 - Type of leave to be taken, including any short adoption leave.
 - The first and last days of any other authorised leave taken because of the adoption of the child.
 - The first and last days of adoption leave taken by the employee's spouse.
 - That the child is an eligible child.
 - That, except in the case of short adoption leave, the employee will be the primary caregiver.
 - That the employee will not engage in any conduct inconsistent with their contract of employment while on adoption leave.
- (c) The employee must provide their manager at least 14 days in advance of the first day of short adoption leave with a written application stating the first and last days of intended leave.
- (d) An employee may commence adoption leave prior to providing the notice in clause 8.8.11(b), when through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (e) When the placement of a child for adoption with an employee does not proceed or continue, the employee will notify their manager/supervisor immediately and the manager/supervisor will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (f) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse or other compelling circumstances.
- (g) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and their manager/supervisor should agree on the length of the unpaid leave known as pre-adoption leave. When agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. When paid leave is available to the employee the manager/supervisor may require the employee to take such leave instead.

- (h) Adoption leave may be cancelled by agreement between the CWT and the employee.
- (i) Adoption leave applied for and not commenced, is cancelled should the placement of a child proposed for adoption not proceed.

8.8.12 Special adoption leave

- (a) 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.
- (b) Special adoption leave taken under this clause does not affect any entitlement under clause 8.8.3.
- (c) Special adoption leave may be taken concurrently by an employee and the employee's spouse.

8.8.13 Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 8.8.5.
- (b) Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.

8.8.14 Part time work

- (a) An employee who is pregnant, or is entitled to parental leave, by agreement with their General Manager, may reduce their hours of employment to an agreed extent, subject to:
 - When the employee is pregnant, to do so is necessary or desirable because of the pregnancy
 - When the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

8.8.15 Transfer to a safe job

- (a) An employee who is pregnant is entitled to be transferred to a safe job if the employee provides a medical certificate that states that although she is fit to work, the work assigned is hazardous or it is inadvisable for her to continue in her current position because of illness or risks arising out of the pregnancy.
- (b) The employee is entitled to be transferred to a safe job without any other changes to the employee's terms and conditions of employment until the commencement of maternity leave.
- (c) If the CWT does not think it is reasonably practicable to provide the employee with a safe job, the employee is entitled to, or may be directed to, take leave for such period as is certified necessary by a legally qualified practitioner.
- (d) Leave under this clause will be treated as maternity leave.

8.8.16 Returning to work after a period of parental leave

- (a) An employee will notify in writing of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 8.8.15 the employee will be entitled to return to the position they held immediately before such transfer.
- (c) When the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

8.8.17 Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- (b) The CWT will inform the replacement employee of the temporary nature of their employment as well as the rights of the employee who is being replaced.

8.8.18 Communication during parental leave

- (a) When an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the CWT will take reasonable steps to:
 - Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform their manager/supervisor about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee will also notify their manager/supervisor of changes of address or other contact details which might affect the CWT's capacity to comply with this clause.
- (d) An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.
- (e) The CWT must not terminate the employment of any employee on the grounds of her pregnancy or an employee's absence on parental leave. Otherwise the rights of the CWT in relation to termination of employment are not affected by this clause.

8.9 Paid parental leave

- 8.9.1 This clause will be read in conjunction with clause 8.8 of this Agreement.
- 8.9.2 An employee, on the birth of a child, will be granted a total of six weeks parental leave at their ordinary weekly rate of pay in the case of the mother and two weeks in the case of the partner of the mother provided that:
- (a) The employee has a total of three years prior continuous service with the CWT.
 - (b) An application is submitted in writing by the employee.
 - (c) The employee provides the CWT with a certificate from a qualified medical practitioner stating the expected date of birth of the child.
- 8.9.3 When a child is adopted by an employee, that employee will be granted parental leave at their ordinary weekly rate of pay for a period of six weeks in the case of the primary care giver and two weeks in the case of the partner of the primary care giver provided that:
- (a) The employee has a total of three years prior continuous service with the CWT.
 - (b) An application is submitted in writing by the employee.
 - (c) The employee provides the CWT with evidence of adoption from the appropriate state government agency.
- 8.9.4 The total combined paid and unpaid parental leave for the mother and the partner and in the case of adoption leave the primary care giver and the partner of the primary care giver, will not exceed 52 calendar weeks.
- 8.9.5 The paid leave must be taken within the period of parental leave taken by the employee as provided for in clause 8.8
- 8.9.6 Prior to commencing parental leave the employee will provide written advice to the manager and the pay office of the dates that the payment for paid parental leave is to be made.
- 8.9.7 Any public or other statutory holiday that falls within the period of the parental leave will be counted as a day of such parental leave.
- 8.9.8 An absence on paid parental leave will count as service for personal leave, annual leave and long service leave purposes.
- 8.9.9 When the pregnancy of an employee results in other than the birth of a living child after 24 weeks the mother will be entitled to a consecutive period of two weeks paid leave.
- 8.9.10 Part time employees will be entitled to the same provision as full time employees on a pro-rata basis according to their contracted hours.
- 8.9.11 Clause 8.9 does not apply to:
- (a) Casual employees.
 - (b) Induced terminations.

8.10 Long service leave

- 8.10.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)*, including the cashing out provisions.
- 8.10.2 Long service leave must be taken within 12 months of each ten year entitlement becoming due.
- 8.10.3 An employee may apply to defer all or part of the ten year entitlement each twelve months for a maximum of five years from the time the ten year entitlement becomes due.
- 8.10.4 An employee may apply to take long service leave after seven years in the following manner:
- (a) At half pay for the full entitlement thus doubling the period of leave to be taken.
 - (b) Cashing out all or part of their accrued leave.
 - (c) Taking the leave as normal.
- 8.10.5 The relevant policy should be followed when applying for or cashing out long service leave.

8.11 Community services leave

8.11.1 Emergency services leave

- (a) The CWT supports participation by employees in the Country Fire Service (CFS) and the State Emergency Service (SES), both of which provide valued community protection against loss of life and property.
- (b) The Chief Executive Officer may approve emergency services leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract employees.
- (c) Attendance at incidents of a minor, non-emergency nature will not be approved as Emergency Services leave.
- (d) Employees who are members of the CFS and/or SES should give prior advice of their membership to their manager and payroll.
- (e) When possible, employees should advise their managers/supervisors in advance by telephone if they are required to participate in CFS/SES activity which could involve an absence from work.
- (f) Leave applications must be made via the CWT payroll system and approved by an employee's manager/supervisor.

8.11.2 Defence Force Reserves training

- (a) A permanent employee who is a member of the Defence Force Reserves and is required to attend compulsory training is entitled to up to four weeks leave of absence in any twelve month period.
- (b) Each period of leave for the purposes of this clause must be a minimum of five consecutive days.

- (c) The CWT will make-up the difference in pay between what the employee would normally have received as standard pay and the amount paid by the Defence Force for the whole period of the absence.
- (d) Allowances usually paid during absences will continue to be paid.
- (e) Any overtime foregone as a result of attendance at Defence Force training will not be compensated.
- (f) Prior notice of the requirements to attend and certification of attendance and completion of the training is required.

8.12 Public holidays

8.12.1 The following public holidays must be allowed without loss of pay:

- New Years day
- Australia day
- Adelaide Cup Day
- Good Friday
- The day after Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Proclamation Day

Any other day which by any Act of Parliament or by proclamation may be created and gazetted in the South Australian Government Gazette as a public holiday or may be substituted for any such holidays.

8.12.2 Payment and entitlement

- (a) This clause does not apply to casual employees.
- (b) Employees must be allowed the public holiday prescribed in clause 8.12.1 without loss of pay.
- (c) Employees who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rates of pay as if they had worked their normal number of hours on that day.
- (d) Employees must be paid an additional 150% of the appropriate rate based on the ordinary hourly rate as defined, for actual hours worked, on the public holidays as prescribed in clause 8.12.1.

8.12.3 Casual employees

- (a) Ordinary time worked on any public holiday will be paid at the rate of 170% inclusive of the 20% loading prescribed in clause 4.2.3(a), of the ordinary hourly rate.
- (b) All time worked on any public holiday in excess of the daily ordinary hours as prescribed in clause 7.1, will be paid at the rate of 270% of the ordinary hourly rate, inclusive of the 20% prescribed in clause 4.2.3(a).

8.12.4 Payment on 25 December when Christmas falls on Saturday or Sunday

- (a) This clause applies to full time and part time employees but does not apply to casual employees.
- (b) This clause applies when Christmas Day falls on a Saturday or Sunday and a substitute public holiday has been proclaimed.
- (c) An employee who works on 25 December will be paid an additional 150% of the ordinary rate for actual hours worked on that date. This payment is in substitution of other penalties that would usually apply to Saturday or Sunday work.
- (d) The provisions of clause 8.12.2(d) will apply in relation to the substitute public holiday.
- (e) An employee who is rostered to work both 25 December and the substitute public holiday will be paid in accordance with clause 8.12.4(c) and 8.12.4(d) 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 CWT.

8.12.5 Absence on day before/after public holiday

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 CWT, the employee will not be entitled to payment for such holiday.

8.12.6 Seven day shift workers

If a public holiday falls between Monday and Friday inclusive:

- (a) Full time seven day week shift workers, who do not work on any such day because it is their RDO, must receive an extra 7 hours and 36 minutes pay in respect of such day.
- (b) Part time seven day week shift workers, who do not work on any such day because it is their RDO, must receive an extra days pay, that day being calculated by the number of hours that they would have been rostered for work not exceeding 7 hours and 36 minutes pay.

8.12.7 Payment for night shift

When 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 fall on the public holiday, for example:

- (a) If a rostered shift commences at 10:00pm on a public holiday, that shift is not regarded as a public holiday shift. In this instance, a night shift worker would be entitled to a public holiday payment under the provisions of clause 8.12.2.
- (b) If a rostered shift commences at 10:00pm on the day before a public holiday and finishes at 6:00am on the public holiday, such shift is regarded as the public holiday shift.

8.13 Cultural leave

8.13.1 The parties to this Agreement are committed to encouraging a greater diversity of cultures within the CWT staffing complement. They recognise that some employees may have special cultural ceremonies and days that need to be observed which may conflict with their employment responsibilities.

8.13.2 An employee may use existing leave entitlements (including long service leave, annual leave, banked PDO hours) or apply for compassionate leave, when relevant, for the purpose of attending special events, ceremonies and rituals associated with their culture.

9 Employee Development and Training

9.1 General training

- 9.1.1 The employee will, at the direction of the employer, carry out such duties as are within the limits of the employee's skills, experience, training and classification, provided that such duties are not designed to promote de-skilling.
- 9.1.2 The employer may direct the employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such equipment.
- 9.1.3 When the employee is required to work in a new area / or with unfamiliar equipment, and the employer is made aware by the employee of their lack of experience or expertise in the area, the employer will have regard to the employee's advice and provide appropriate orientation and training.
- 9.1.4 When the employer directs the employee to carry out duties in another area and the employee lacks experience or expertise in that area, the employee must advise the employer accordingly and the employer must have regard to the employee's advice. These duties may involve the employee undertaking a combination of nursing and clerical function pertaining to their nursing duties, as prescribed in the relevant classification criteria.

9.2 Performance review program

- 9.2.1 Employees recognise that they have a responsibility for their own development.
- 9.2.2 Individual training plans are developed with the employees as part of the CWT performance review program.
- 9.2.3 The CWT performance review program provides a formal framework for the assessment of employee performance. It is used to gain an insight into the quality of the work being undertaken by the employee and provides an opportunity for the manager/supervisor and the employee to:
- (a) Define work goal.
 - (b) Establish mutually agreed achievable outcomes and key performance indicators.
 - (c) Acknowledge an employee's strengths and opportunities for improvement.
 - (d) Identify, plan and budget for additional resources and individual training needs.
 - (e) Identify individual productivity gains.
 - (f) Encourage and promote positive communication.
 - (g) Discuss individual career aspirations, expectations and opportunities.
- 9.2.4 The parties agree that during the life of this Agreement they will support the performance review program by their active involvement and participation.
- 9.2.5 The information contained in a performance review program is confidential and will remain in the employee's file, held in Human Resources.

9.3 Association/Union training leave

- 9.3.1 Employees who are elected Workplace Representatives will be allowed leave with pay to a maximum of five days per annum to attend association training courses conducted or approved by the Association/Union.
- 9.3.2 Not less than 14 days notice must be given to the CWT of the date of commencement of the training course.
- 9.3.3 All applications for leave must be made in writing by the Association/Union to the CWT and must include:
- (a) The name of the employee seeking leave.
 - (b) An agenda outlining the dates and times on which the course is to be conducted, including start and finish times.
 - (c) Title and description of course.
 - (d) If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course.
- 9.3.4 The scope, content and level of the course must be in accordance with the principle of promoting better industrial relations with the CWT.
- 9.3.5 An employee who is an elected Workplace Representative must have successfully completed their probation period with the CWT before becoming eligible for the leave.
- 9.3.6 The granting of leave is subject to the CWT operational requirements and being able to make adequate staffing arrangements during the period of such leave.
- 9.3.7 No more than one employee of the CWT covered by this Agreement will be on such leave at any one time.
- 9.3.8 Approval may be sought by the Association/Union for more than one employee who is an elected Workplace Representative to attend an Association/Union training course at any one time if there is a substantial reason for such attendance. Approval will be sought in writing from the relevant General Manager for such leave.
- 9.3.9 An employee will not be entitled to payment for attendance at Association/Union leave unless the employee would have been rostered to attend for work on the day concerned.
- 9.3.10 The CWT will not be liable for any expenses associated with an employee's attendance at an Association/Union course other than for the payment of the hours for such absence.
- 9.3.11 When a paid rostered or programmed day off falls during an employee's attendance at a course, a day in lieu will not be granted.
- 9.3.12 In the instance when a paid RDO or PDO falls during an employee's attendance at an Association/Union course, the day off will not count as a training day for the purposes of the total number of days permitted per year.
- 9.3.13 When an employee attending such a course is recalled to work by the CWT due to unforeseen circumstances all time spent at the course prior to recall will be reinstated as if such leave was not taken.

- 9.3.14 When an employee fails to attend the course for which leave has been granted by the CWT, the Association/Union will notify the CWT as soon as possible of the period of non-attendance. The CWT 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 8.4.
- 9.3.15 Upon request, an employee granted such leave will provide to the CWT a brief report on the course content within a reasonable time after the course completion.
- 9.3.16 Leave taken in accordance with this clause will be counted as continuous service for the purpose of the Award and this Agreement and for the purpose of long service leave entitlements.
- 9.3.17 Any dispute regarding the operation of this clause will be resolved in accordance with clause 3.2.

10 Signatories

This Agreement is made at the City of West Torrens, 165 Sir Donald Bradman Drive, Hilton.

Signed for and on behalf of the City of West Torrens

Terry Buss

Chief Executive Officer

/ / 2010

In the presence of

Susan Forby

Manager Human Resources

/ / 2010

Signed for and on behalf of the Australian Nursing Federation

Elizabeth Dabars

SA Branch Secretary

/ / 2010

In the presence of

Witness Name

Witness Title

/ / 2010

Schedule 1 – Rates of pay (permanent)

Classification	Current rates of pay from 1 July 2010	
	Annual Salary	Hourly Rate
Diploma ENYR1	\$43,918.38	\$22.15517
Diploma ENYR2	\$44,861.80	\$22.63110
Diploma ENYR3	\$45,807.96	\$23.10840
Diploma ENYR4	\$46,755.48	\$23.58638
Diploma ENYR5	\$47,701.64	\$24.06369
Diploma ENYR6	\$48,655.67	\$24.54496
Diploma ENTL	\$49,628.79	\$25.03586
RN1/1	\$46,323.16	\$23.36830
RN1/2	\$48,552.87	\$24.49310
RN1/3	\$50,861.47	\$25.65770
RN1/4	\$53,147.73	\$26.81103
RN1/5	\$55,424.77	\$27.95972
RN1/6	\$57,699.19	\$29.10707
RN1/7	\$59,973.61	\$30.25443
RN1/8	\$62,248.02	\$31.40179
RN2	\$64,523.75	\$32.54981
CN	\$75,423.86	\$38.04851
NM	\$81,396.50	\$41.06148

Schedule 1 – Rates of pay (casual)

Classification	Current rates of pay from 1 July 2010	
	Hourly Rate	
Diploma ENYR1C		\$26.58621
Diploma ENYR2C		\$27.15732
Diploma ENYR3C		\$27.73008
Diploma ENYR4C		\$28.30366
Diploma ENYR5C		\$28.87642
Diploma ENYR6C		\$29.45395
Diploma ENTLC		\$30.04303
RN1/1C		\$28.04196
RN1/2C		\$29.39172
RN1/3C		\$30.78924
RN1/4C		\$32.17324
RN1/5C		\$33.55166
RN1/6C		\$34.92849
RN1/7C		\$36.30532
RN1/8C		\$37.68215
RN2C		\$39.05977
CNC		\$45.65821
NMC		\$49.27378

Schedule 2 – Classification structure

Definitions

In-service 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:

- Acquiring and updating skills and knowledge beneficial to effective performance within a team, and/or
- Reducing the degree of direct supervision required by the employee, and/or
- 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.

Supervision means the oversight, direction, instruction, guidance and/or support provided to an employee by the Registered Nurse (RN) responsible for ensuring such an employee is not placed in situations where required to function beyond the preparation and competence of the employee. Specifically:

- **direct supervision** means the employee works side by side continuously with an RN responsible for observing and directing the employee's activities in circumstances where, in the judgement of the RN, such an arrangement is warranted in the interests of safe and/or effective practice.
- **indirect supervision** means such other supervision provided to an employee assuming responsibility for functions delegated by an RN in circumstances where, in the judgement of the RN accountable for such delegation, direct supervision of the employee is not required.

Enrolled Nurse (EN)

Pay Points

YR1 means the pay point to which an employee will be appointed as an EN, based on:

Training and experience, which includes:

- Having satisfactorily completed a course of training of at least twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the South Australian Nurses Board and
- 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.

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

- The employee has limited or no practical experience of current situations, and
- Exercises limited discretionary judgement, not yet developed by practical experience.

YR2 means the pay point to which an employee will be appointed as an EN or progress from YR1, having been assessed as being competent at YR1.

This assessment will be based on:

Training and experience, which includes:

- Not more than one further year full time equivalent of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for YR1, and
- The undertaking of in-service training, subject to its provision by St Martins, from time to time.

Nursing skills and knowledge which the employee possesses and is required to demonstrate some of in the performance of their work:

- A developing ability to recognise changes required in nursing activity and in consultation with the RN,
- Implementing and recording such changes, as necessary, and/or
- Ability to relate theoretical concepts to practice, and/or
- Requires assistance in complex situations and in determining priorities.

YR3 means the pay point to which an employee will be appointed as an EN or progress from YR2, having been assessed as being competent at YR2. This assessment will be based on:

Training and experience, which includes:

- Not more than one further year full time equivalent of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for YR2, and
- The undertaking of in-service training, subject to its provision by St Martins, from time to time.

Nursing skills and knowledge which the employee possesses and is required to demonstrate some of in the performance of their work:

- Ability to organise, practise and complete nursing functions in stable situations with limited direct supervision, and/or
- Ability to use of observation and assessment skills to recognise and report deviations from stable conditions, and/or
- Demonstrated flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice, and/or
- Ability to use communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- Assists the Registered Nurse with development of care planning.

YR4 means the pay point to which an employee will be appointed as an EN or progress from YR3, having been assessed as being competent at YR3. This assessment will be based on:

Training and experience, which includes:

- Not more than one further year full time equivalent of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for YR3, and
- The undertaking of in-service training, subject to its provision by St Martins, from time to time.

Nursing skills and knowledge which the employee possesses and is required to demonstrate some of in the performance of their work:

- Speed and flexibility in accurate decision making, and/or
- Ability to organise own workload and set own priorities with minimal indirect supervision, and/or
- Ability to use observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs, and/or
- Ability to use communication and interpersonal skills to meet psycho-social needs of individual/groups.

YR5 means the pay point to which an employee will be appointed as an EN or will progress from YR4, having been assessed as being competent at YR4. This assessment will be based on:

Training and experience, which includes:

- Not more than one further year full time equivalent of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for YR4, and
- The undertaking of relevant in-service training, subject to its provision by St Martins, from time to time.

Nursing skills and knowledge which the employee possesses and is required to demonstrate all of in the performance of their work:

- Contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary
- Responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal indirect supervision
- Efficiency and sound judgement in identifying situations requiring assistance from an RN.

Pay point YR6 means the pay point to which an employee will be appointed as an EN or will progress from YR5, having been assessed as being competent at YR5. This assessment will be based on:

Nursing skills and knowledge which the employee possesses and is required to demonstrate all of in the performance of their work:

- Contributes complex information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary
- Responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal indirect supervision
- Efficient and astute judgement in identifying situations requiring assistance from an RN
- Assistance and guidance to less experienced Enrolled Nurses.

Team Leader is an appointed position with no automatic progression to this point. The skills and knowledge of the Team Leader enable the EN to function with indirect supervision by the RN.

The Team Leader assists the Clinical Nurse or Nurse Manager by:

- Providing accurate documentation to assist in the development of a range of assessment and care planning tools
- Providing sufficient and effective documentation to support funding mechanisms
- Maintaining staff rosters
- Monitoring and ordering medical/nursing supplies
- Providing leadership and role modelling to low care staff particularly in the areas of quality assurance, development and appraisal of staff and participating in policy development and implementation for the purpose of facilitating quality nursing care
- Providing support and training for other ENs & Personal Carers

Registered Nurses

Registered nurse level 1 (RN-1)

Means an RN who, under the general guidance of, or with general access to a more competent RN, provides work related support and direction, is required to perform general nursing duties which include substantially, but are not confined to:

- Delivering direct and comprehensive nursing care and individual case management to residents.
- Coordinating services, including those of other disciplines or agencies, to individual residents.
- Providing education, counselling and group work services oriented towards the promotion of health status improvement of residents.
- Providing support, direction and education to newer or less experienced staff, including Enrolled Nurses, and student Enrolled Nurses and Student Nurses.
- Accepting accountability for the employee's own standards of nursing care and service delivery.
- Participating in action research and policy development within the practice setting.

Registered nurse level 2 (RN-2)

Means an RN who is required to perform general nursing duties in accordance with the Advanced Gerontological Nurse Competency Standards which include substantially, but are not confined to:

- Delivering direct, comprehensive and integrated nursing care and individual case management to residents using interpretive skills to make nursing decisions
- Initiating assessment, care planning and evaluation of care using a range of assessment tools
- Engaging in collaborative practice to achieve positive outcomes for residents
- Providing support, direction, orientation and education to RN1's, Enrolled Nurses, students of enrolled nursing and students of registered nursing
- Engaging in ethically justifiable nursing practice
- Functioning in accordance with legislation and common law affecting nursing practice
- Being responsible for planning and coordinating services relating to a particular group of residents, as delegated by the Clinical Nurse
- Maintaining professional documentation to support care communication, accreditation standards and funding mechanisms
- Acting as a role model in the provision of holistic care and demonstrates best practice in the facilitation of positive outcomes for residents
- Effectively manages staff and physical resources
- Assisting the Clinical Nurse with performance management of Enrolled Nurses, students of nursing and Personal Carers

- Assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting
- In the absence of the Manager St Martins, Nurse Manager or Clinical Nurse accept responsibility for safe practice in the facility
- Relieving Clinical Nurse if required.

Clinical Nurse (CN) means an RN 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. Appointed at this level, to be known as a Clinical Nurse, the incumbent is required in addition to the duties of an RN-2 to perform duties which will substantially include but are not confined to:

- Providing leadership and role modelling, in collaboration with others, particularly in the areas of:
 - action research and quality assurance programs
 - staff and resident education
 - staff selection, management, development and appraisal
 - participating in policy development and implementation
 - facilitating the provision of quality nursing care
- Facilitating, monitoring and evaluating direct and comprehensive nursing care to residents with complex nursing care needs
- Coordinating, and ensuring the maintenance of standards of the nursing care in high and low care
- Coordinating or managing nursing or multidisciplinary service teams providing sub acute and chronic nursing services.
- May be required to relieve the Nurse Manager or Manager St Martins if requested.

Nurse Manager (NM) means an RN 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. Nurse Manager is required, in addition to the duties of an RN-2 and Clinical Nurse, to perform duties which substantially include, but are not confined to:

- Providing leadership and role modelling, in collaboration with others, particularly in the areas of:
 - action research and quality assurance programs
 - staff and resident education
 - staff selection
 - allocation and rostering of staff
 - occupational health and safety
 - initiation and evaluation of research related to staff and resource management
 - contributing to overall facility quality management system development and implementation including policies
 - acting as a consultant on request in the employee's own area of proficiency
 - facilitating the provision of quality nursing care
- Being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies.
- Being accountable for managing financial matters, budget preparation and cost control in respect of nursing within their span of control.
- Being accountable for the development and implementation of quality management systems within their span of control.
- May be required to relieve the Manager St Martins if requested.

Schedule 3 – Allowances

General Allowances

Description	Allowance
On-call allowance – Monday-Friday	\$14.80 for the period or part thereof
On-call allowance – Saturday	\$22.00 for the period or part thereof
On-call allowance – Sunday, Public Holiday	\$25.70 for the period or part thereof
Gerontic allowance	70 cents per hour

Travel Allowances

Engine Capacity		
Ordinary Car	Rotary Engine Car	Cents Per Km
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	63 cents
1601cc - 2600cc (1.601 litre - 2.6 litre)	801cc - 1300cc (0.801 litre - 1.3 litre)	74 cents
2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	75 cents
Motor cycle		22.4 cents