

# NURSES BOARD OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2006

File No. 1850 of 2006

**This Agreement shall come into force on and from 24 March 2006 and have a life extending for a period of thirty-six months therefrom.**

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



DATED 24 MARCH 2006.

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COMMISSION MEMBER



## **NURSES BOARD OF SOUTH AUSTRALIA ENTERPRISE AGREEMENT 2006**

### **Clause 1: TITLE**

This Agreement shall be titled the Nurses Board of South Australia Enterprise Agreement 2006.

### **Clause 2: ARRANGEMENT**

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### **Clause 3: SCOPE OF AGREEMENT**

This Agreement shall apply to the employment of all employees of the Nurses Board of South Australia (NBSA) who are employed under administrative and nursing classifications.

**Clause 4: PARTIES BOUND**

This Agreement is binding upon the:

- Nurses Board of South Australia;
- Employees engaged within the administrative and nursing classifications.

**Clause 5: LOCALITY**

This Agreement shall apply throughout the state of South Australia.

**Clause 6: DURATION**

This Agreement shall operate from the date of certification by the South Australian Industrial Relations Commission and remain in force for a period of three (3) years.

**Clause 7: DEFINITIONS**

**“Agreement”** means the Nurses Board of South Australia Enterprise Agreement, 2006.

**“Award”** means and includes:

- Nurses (South Australia) Award;
- Clerks (South Australia) Award.

Notwithstanding the abovementioned awards, the parties to this Agreement agree to apply to employees conditions which are contained in the *SA Public Sector Salaried Employees Interim Award* to administrative staff and the *Nurses (South Australian Public Sector) Award 2002* to nursing staff.

Employees of the Nurses Board of South Australia shall be employed on conditions that are not less favourable to them than those applying to the employment of persons under the Public Sector Management Act 1995 and under the South Australian Health Commission Act 1976.

**“Existing Conditions”** means and includes:

The Nurses Board of South Australia will continue to apply the existing conditions of employment which are contained in the Nurses Board of South Australia Human Resource Policies and Procedures Manual.

**“Hours of Work”**

Monday to Friday (excluding Public Holidays) up to 7.5 hours/day between 8.00 am and 6.00 pm.

**“Overtime”**

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All eligible employees who work outside the span of normal working hours with the approval of the Manager will be eligible to be paid overtime, subject to existing constraints regarding payment.

An employee is entitled to elect to either be paid overtime at the appropriate rate or to take the overtime as time off on an hour for hour basis.

### **Clause 8: EXISTING CONDITIONS**

The parties acknowledge the genesis of conditions of employment of employees of the Nurses Board of South Australia as being the *Nurses Act 1984* as stated in the NBSA Human Resource Policies and Procedures Manual.

The parties acknowledge that the *Nurses Act 1999* contains the following clauses at Section 12(1) and Section 12(2):

“There will be such other staff of the Board as the Board thinks necessary for the proper performance of its functions. A member of the staff of the Board is not, as such, a member of the Public Service, but the Board may employ a person who is on leave from employment in the Public Service or with an instrumentality or agency of the Crown.”

Further, the parties acknowledge that the *Nurses Act 1999* contains the following Clauses 3(3) and 3(4) in the Schedule, Repeal and transitional provisions:

“A person who was in employment of the former Board immediately before the commencement of this clause is, on that commencement, transferred to the employment of the new Board.

A transfer under subclause (3) does not affect-

- (a) an employee’s existing or accruing rights in respect of employment (including leave rights); or
- (b) any process commenced for variation of those rights.”

The parties to the Agreement agree that the conditions of employment which form the basis of the existing conditions at the date of certification of this Agreement will continue to apply for the life of the agreement.

The existing conditions of employment will, unless expressly provided in this Agreement, be those terms and conditions as provided in the Nurses Board of South Australia Human Resource Policies and Procedures Manual.

### **Clause 9: AIM OF AGREEMENT**

The aim of the Agreement is to ensure an ongoing stable industrial relations framework that assists to improve efficiency and business performance, enhance job satisfaction, security and remuneration.

**Clause 10: CONSULTATION AND COMMUNICATION**

The parties are committed to consultation and communication throughout all levels of the Nurses Board of South Australia. The parties agree that effective mechanisms for communication are fundamental to the achievement of greater productivity, efficiency, flexibility and job satisfaction.

The parties are committed to consultation about changes to the organisation and performance of work.

**Clause 11: LINKED SALARY INCREMENTS**

NBSA administrative staff are to receive salary increases in line with Public Sector administrative staff, provided for in the *SA Government Wages Parity Enterprise Agreement 2001* and any subsequent enterprise agreement that replaces the 2001 Parity Agreement.

NBSA nursing staff are to receive salaries equivalent to nurses within the Public Sector, and from that date receive salary increases in line with those provided in the *Nurses (South Australian Public Sector) Enterprise Agreement 2001* and any subsequent enterprise agreement that replaces the 2001 Agreement.

Only the salary increases will be adopted from these Agreements and not conditions of employment."

**Clause 12: LINKED CONDITIONS OF EMPLOYMENT**

The *Nurses Act 1984* section 12 (3) contained the following clause in relation to the conditions of employment applicable to staff of the Nurses Board:

"Employees of the Board shall be employed on conditions that are not less favourable to them than those applying to the employment of persons under the *Public Service Act 1967* and under the *South Australian Health Commission Act 1975*."

*Clause 2 Conditions of Employment No.3* in the NBSA Human Resource Policies and Procedures Manual states that:

Conditions of Employment

The conditions of employment applicable to staff of the Nurses Board of South Australia are listed below in order of application. Each subordinate to the other:

All approved Commissioner for Public Employment publications as at May 2000 (list attached), and the SA Health Commission Human Resources Manual as at May 2000 (February 2000 update)."

To acknowledge the intent of section 12 (3) of the *Nurses Act 1984* that conditions of employment for the employees of the Nurses Board of South Australia (**nbsa**) are not less favourable than those applying to employees within the public sector, the parties agree that the above *Clause 2 Conditions of Employment No.3* in the NBSA Human Resource Policies and Procedures Manual be replaced with:

All current approved standards and guidelines from the Office for Public Employment and the *Department of Health (SAHC Act and IMVS Act) Human Resources Manual.*"

These conditions will be subordinate to any ratified Agreement pursuant to the *Fair Work Act (SA) 1994* and any approved and endorsed **nbsa** policies ratified in the NBSA Human Resource Policies and Procedures Manual.

The parties agree to seek endorsement of the NBSA Human Resource Policies and Procedures Manual by the South Australian Industrial Commission by 1<sup>st</sup>. December, 2006

#### **Clause 13: REPLACEMENT OF AWARD**

As acknowledged in the NBSA Human Resource Policy and Procedures Manual (NBSA HR Manual) the *Nurses Act 1984* contained the following clause in relation to the conditions of employment applicable to staff of the Nurses Board:

*Employees of the Board shall be employed on conditions that are not less favourable to them than those applying to the employment of persons under the Public Service Act 1967 and under the South Australian Health Commission Act 1975.*

The SA Public Sector Salaried Employees Interim Award is binding on employees within the Public Service and those employed under the SA Health Commission Act. The *Nurses (South Australian Public Sector) Award 2002* is binding on nurses working within the Public Sector. In the absence of any direction relating to conditions of employment in the *Nurses Act 1999*, and to formalise the genesis of conditions as stated in the 1984 Act and the NBSA HR Manual, the "*Clerks (South Australia) Award*" and the "*Nurses (South Australia) Award*" are to be replaced respectively in the NBSA HR Manual with "*SA Public Sector Salaried Employees Interim Award*" and the *Nurses (South Australian Public Sector) Award 2002*. This amendment is to be duly ratified in the Industrial Relations Commission. It is to be noted that these Awards have conditions which are less favourable than those currently experienced by employees of the Nurses Board, and are to be used as safety net awards only.

#### **Clause 14: HEALTH LEAVE**

Health Leave (Schedule 1) which was agreed in the NBSA Enterprise Agreement 1998 and duly included in the NBSA Enterprise Agreements 2001 and 2003 remain enduring, and as such be included in the NBSA Human Resource Policies and Procedures Manual.

**Clause 15: RECREATION LEAVE POLICY**

The parties agreed to amend the Recreation Leave Policy No.10 included in the NBSA Human Resource Policies and Procedures Manual ratified by the Industrial Relations Commission on 8.11.00 by removing the sentence:

*"The NBSA 1998 EB Agreement provides for 23 days of recreation leave per year on an accrual basis not a calendar basis as described in CC47"*

and replace with:

*"The NBSA provides for 3 additional days recreation leave per annum in lieu of leave loading. 23 days of recreation leave per year will be accumulated on an accrual basis, not a calendar basis as described in CC47."*

This policy was adopted after negotiation in the 1998 Agreement and duly included again in Clause 16 Leave Loading (Schedule 2) of the 2001 Agreement. As it was to remain a condition of employment it was included in the NBSA Human Resource Policies and Procedures Manual. As the intent was that this condition be enduring, this amendment is made to avoid the ambiguity of the intent in the current wording.

**Clause 16: FLEXI-TIME**

Flexi-time is to be recorded on a fortnightly basis with existing conditions applying.

**Clause 17: RECORDING OF LEAVE**

Annual leave, health leave and long service leave is to be recorded and credited to employees based on each completed month of service.

**Clause 18: EQUITY**

To ensure equity in the workplace, where a position is "multi-classified" eg RN3/ASO5, the incumbent will be paid the highest salary available for that position. All employees of the same classification receive the same salary level regardless of whether they are in a multi-classified position.

**Clause 19: APPOINTMENT OF STAFF**

Any new appointments are filled on an ongoing basis except as follows:

- the temporary appointment is for less than 12 months cumulative; or
- the position is specifically funded from a grant or other designated funding source over which the Board has no ongoing control.

For the purposes of this clause, an ongoing contract is a permanent appointment which forms part of the current structure of the Nurses Board of South Australia and which will continue into the foreseeable future.

A temporary appointment is one which is time limited by virtue of the nature of the position.

**Clause 20: CAREER STRUCTURE FOR NURSING STAFF**

It is accepted that, given the role and scope of practice of nurses employed under this Agreement, the base classification will be Registered Nurse Level 3, as defined by the *Nurses (South Australian Public Sector) Award 2002* for nursing staff. The Level 3 role will be further classified into three bands as described in Schedule 3 of this Agreement.

**Clause 21: PARENTAL LEAVE**

An employee (other than a casual employee) who has completed 12 months continuous service immediately prior to the birth of their child, is entitled to eight (8) weeks paid maternity leave.

Subject to this clause, an employee (other than a casual employee) who has completed 12 months continuous service before taking custody of an adopted child is entitled to eight (8) weeks paid adoption leave.

The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:

- (i) the total paid and unpaid maternity/adoption/parental/special leave is not to exceed 52 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
- (ii) An employee will be entitled to eight (8) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences. The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- (iii) Where both prospective parents are employed by the Nurses Board of South Australia, a period of paid maternity/adoption leave may be shared by both employees, provided that the total amount of paid leave does not exceed 8 weeks.

Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of contracted hours during the immediately preceding 12 months (disregarding any periods of leave).



During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for the normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by personal/carers leave to the extent available, subject to the usual provision relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

Provisions relating to unpaid maternity/adoption leave that are contained in the *Department of Health (SAHC Act and IMVS Act) Human Resources Manual* will continue to have application except where they may be inconsistent with the terms of this Agreement.

Subject to agreement of the employer, an employee may return to work from parental leave on a part-time basis (at the employee's substantive classification level) until the child's second birthday and may then revert to the employee's substantive hours of work.

## **Clause 22: DISPUTE SETTLEMENT PROCEDURES**

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

### **Step 1**

As soon as practicable after the issue or claim has arisen, it will be considered jointly by the supervisor and the employee concerned.

### **Step 2**

If the dispute is not resolved, the issue or claim will be considered jointly by the appropriate senior representative of the employer in conjunction with the employee or employee advocate who will attempt to settle the dispute.

### **Step 3**

If the dispute is not resolved, the parties will refer the dispute to the South Australian Industrial Relations Commission for resolution.

## **Clause 23: RENEGOTIATION OF AGREEMENT**

The parties to this Agreement agree that negotiations for a new Agreement should commence six (6) months prior to the expiration of this Agreement. If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, the Agreement will continue in force until superseded or rescinded.

## **Clause 24: SUBSIDISED PARKING**

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In the event that the Nurses Board relocates to an area that does not have free parking, employees will not be disadvantaged with parking fees. If the parking fee exceeds \$10 per week, the Nurses Board will subsidise the cost of parking above this amount.

**Clause 25: SALARY PACKAGING TO SUPERANNUATION**

Employees may voluntary elect to salary package into an approved Superannuation Fund of their choice.

**SIGNATORIES TO THE AGREEMENT**

----- Date:-----  
CHIEF EXECUTIVE OFFICER/REGISTRAR

----- Date:-----  
SINGLE BARGAINING UNIT MEMBER

----- Date:-----  
SINGLE BARGAINING UNIT MEMBER

----- Date:-----  
SINGLE BARGAINING UNIT MEMBER

**SCHEDULE 1**

**HEALTH LEAVE**

1. The term sick leave to be replaced by the term health leave. Employees will receive health leave in accordance with the Nurses Board of South Australia Human Resource Policies and Procedures Manual.
2. Criteria existing for health leave to be extended such that accrued health leave can be taken for caring purposes.
3. Employees' entitlement to carer's leave, within this clause, is in addition to the provisions of Commissioner's Circular 49, Special Leave With Pay, Clauses 5.2.2 and 5.2.13 which are at the discretion of the CEO/Registrar.
4. Up to ten days per annum can be taken from accrued health leave for caring according to the following criteria:

**Criteria for taking Health Leave for Caring**

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household, who need their care and support, is entitled to use any accrued health leave entitlement, up to a maximum of 10 days per annum. Such absences are for the purposes of providing care and support for such persons when they are ill and also to care for newborn/adopted children. This is non-cumulative leave.
- (b) Access to health leave for caring shall be subject to the following conditions:
  - i. Immediate Family includes:
    1. spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the partner of that person on a bona fide domestic basis although not legally married to that person; and
    2. child or adult child (including an adopted child, a stepchild or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
  - ii. The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.
  - iii. The production of a medical certificate or statutory declaration if required by the employer establishing the illness of the person concerned and that the illness is such as to require care by another.
  - iv. In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.

- v. The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence.

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

- vi. The amount of carer's leave taken is to be deducted from the amount of the employee's health leave credit.
- vii. Subject to the consent of the employer an employee may elect to take unpaid leave for providing care to the immediate family or household member who is ill.

**SCHEDULE 2**

**LEAVE LOADING**

An additional three (3) days recreation leave is to be given to all staff (per annum) in lieu of leave loading. These additional three (3) days are generally taken during the Christmas break, however this may be negotiated.

### **SCHEDULE 3**

#### **RN3 STRUCTURE**

Registered nurse (Level 3) means an employee who is registered by the Nurses Board of South Australia as a Registered Nurse and who holds a current practicing certificate and any other qualifications required for working the employee's particular practice setting.

An employee is appointed to one of the following salary bands based on an assessment of the work undertaken or to be undertaken by the employee.

#### **BAND A**

This role ensure the delivery of specialist work with a nursing practice and/or professional focus ensuring a planned, integrated and outcome focussed approach.

This may encompass:

- coordination of projects within a designated area of responsibility; and/or
- the management of human and material resources for a designated area of responsibility; and/or
- the development, coordination, implementation and evaluation of staff education, training and development strategies for a designated area of responsibility; and/or
- provision of designated services which have been classified at Registered Nurse (Level 3) after consideration of their roles and responsibilities

#### **Terms**

A 'designated area of responsibility' means having a specified focus which is limited in its scope by defined parameters, role descriptions and key objectives. These defining parameters are referenced in the applicable job and person specifications.

#### **BAND B**

This role ensure the delivery of specialist work with a nursing practice and/or professional focus ensuring a planned, integrated and outcome focused approach.

This may encompass:

- coordination of projects within a designated area of responsibility; and/or
- the management of human and material resources for a designated area of responsibility; and/or
- the development, coordination, implementation and evaluation of staff education, training and development strategies for a designated area of responsibility; and/or
- provision of designated services which have been classified at Registered Nurse (level 3) after consideration of their roles and responsibilities

Roles at Band B incorporate an expanded scope of role which may be inclusive of:

#### **A multi-disciplinary team leader/coordination role**

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Such a role should apply where the Level 3 nurse is responsible for the management and coordination of a multidisciplinary team of professionals and/or support staff.

### **Advanced Responsibility**

This role is differentiated by an increase in the complexity of the role that requires the incumbent to demonstrate advanced problem solving strategies that influence, manage and coordinate projects and responsibilities over and above the Award definition of an RN3. These characteristics would be determined by the context in which they practice.

### **Increased span of control**

This applies where a Level 3:

- is responsible for multiple projects; or
- has an expanded span of control; or
- where the Level 3 is responsible for service delivery in multiple location; or

### **Outstanding Performance**

An assessment based on demonstrated outstanding performance (in band A) of the more complex aspects of the role.

## **BAND C**

This role ensures the delivery of specialist work with a nursing practice and/or professional focus ensuring a planned, integrated and outcome focused approach.

This may encompass:

- coordination of projects within a designated area of responsibility; and/or
- the management of human and material resources for a designated area of responsibility; and/or
- the development, coordination, implementation and evaluation of staff education, training and development strategies for a designated area of responsibility; and/or
- provision of designated services which have been classified at Registered Nurse (level 3) after consideration of their role and responsibilities.

Roles at Band C have a scope of work which encompasses National and/or Health system wide and/or Organisation wide responsibility and accountability and involves the application of specialised knowledge which has a broad influence on the success of organisational objectives.

Roles at Band C

- involve the application of specialised knowledge which informs the activities in the agency as a whole rather than having application only to the area of specialisation;
- are used as resources by other Level 3 nurses and more senior nurses within the agency or beyond; ie is an adviser, mentor, expert to other nurses at Level 3 or

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more senior nurses in the health care agency or used in this way by other health services;

- produce changes to practice in the organisation or beyond as a consequence of their interventions, research or advice i.e. the Level 3 must be able to demonstrate outcomes as a consequence of their work rather than simply point to the possession of knowledge or expertise;
- an assessment based on outstanding performance of an individual (in Band B) in the more complex aspects of the role.