## NURSES/MIDWIVES (SOUTH AUSTRALIAN PUBLIC SECTOR) ENTERPRISE AGREEMENT 2007

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CONSOLIDATED AGREEMENT AS AT 29TH MAY 2008 AS SUPPLIED BY THE PARTIES AND INCORPORATING ALL AMENDMENTS SINCE THE ORIGINAL APPROVAL WAS GRANTED ON 2ND NOVEMBER 2007

# NURSES/MIDWIVES (SOUTH AUSTRALIAN PUBLIC SECTOR) ENTERPRISE AGREEMENT 2007



Department of the Premier and Cabinet Public Sector Workforce Division Level 5, 25 Grenfell Street Adelaide SA 5000

> GPO Box 2343 Adelaide SA 5001

#### 1. TITLE

This Agreement is known as the Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007 (the "Agreement").

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#### 3. **DEFINITIONS**

3.1 In this Enterprise Agreement, unless the contrary intention appears:

"approval" means approval by the Industrial Relations Commission of

South Australia.

"Award" is the Nurses (South Australian Public Sector) Award 2002

(created by the Industrial Relations Commission of South Australia, effective from the first full pay period on or after 1

April 2007).

"association" means an association that is registered under the Fair Work Act

1994 and is a party to this Enterprise Agreement. For the purposes of this Agreement means the ANF (SA Branch).

"Chief Executive" means the person who is the principal administrative officer

within the named agency, or delegate thereof.

"DFC" means the Department for Families and Communities.

"DH" means the Department of Health.

"employer" means the applicable employer bound by this Enterprise

Agreement, or delegate thereof.

"employee" means an employee bound by this Enterprise Agreement.

"EN" means Enrolled Nurse.

"Health unit" means a hospital or health centre incorporated pursuant to the

South Australian Health Commission Act 1976 (the "Act") and

the Institute of Medical and Veterinary Science.

"Inpatient unit" means a unit, the purpose and function of which is to provide

services to a patient or client following that person's admission.

"IRCSA" means Industrial Relations Commission of South Australia.

"NHPPD" means Nursing Hours per Patient Day.

"NMCIS" means Nursing and Midwifery Clinical Information System.

"party" means the persons, entities and associations referred to in

Clause 4.

"Patient care area" means ward/s, patient service unit/s or team/s (including

nursing/midwifery staff) providing direct care to patients/clients.

"RN" means Registered Nurse.

"RM" means Registered Midwife.

"this Enterprise Agreement" means the Nurses/Midwives (South Australian Public Sector)

Enterprise Agreement 2007.

#### 4. SCOPE AND PARTIES BOUND BY THE AGREEMENT

- 4.1 This Agreement is binding upon the Chief Executive, Department of the Premier and Cabinet, the Chief Executive, Department of Health, the Chief Executive, Department for Families and Communities (the employers); and
- 4.2 Employees who are Registered or Enrolled Nurses, Midwives and Mental Health Nurses (however titled) who are registered or enrolled (or otherwise listed) pursuant to the *Nurses Act* 1999 (SA) (or successor legislation), student Registered and Enrolled Nurses and Assistants in Nursing.
- 4.3 This Agreement is binding on the Australian Nursing Federation (SA Branch). For the purposes of this Agreement the Enterprise is defined as the Department of Health, Department for Families and Communities, hospitals and health centres incorporated under the *South Australian Health Commission Act 1976*, and the Institute of Medical and Veterinary Science.

#### 5. DATE AND TERM

5.1 This Enterprise Agreement will operate from 2 November 2007 with a nominal expiry date of 30 June 2010.

#### 6. RELATIONSHIP TO AWARD

6.1 This Agreement is to be read and interpreted wholly in conjunction with the *Nurses (South Australian Public Sector) Award 2002* (the Award) or any successor thereto; provided that where there is inconsistency between this Agreement and the Award this Agreement takes precedence to the extent of that inconsistency.

#### 7. PURPOSE

- 7.1 This Agreement reaffirms the parties' commitment, established by the Nurses (SA Public Sector) Enterprise Agreements 1996, 1998, 2001 and 2004, to the achievement of best practice and continuous improvement. The Agreement also provides for salary increases that recognise:-
  - (i) the contribution that nurses/midwives are making to improvements in productivity and efficiency in the South Australian public health sector during the life of this Agreement;
  - (ii) the need to attract and retain qualified nursing staff in the public sector; and
  - (ii) all changes in work value up to and including 30 June 2007.
- 7.2 This Agreement replaces the *Nurses/Midwives* (South Australian Public Sector) Enterprise Agreement 2004.

#### 8. AIMS AND OBJECTIVES

- 8.1 The aims and objectives of this Enterprise Agreement are to:-
  - (i) improve the structure, productivity, efficiency and effectiveness of the South Australian public health sector through the introduction of initiatives at the enterprise or health unit level;
  - (ii) attract nurses/midwives to, and retain nurses/midwives in, full-time or part-time employment in the South Australian public health sector and to reduce reliance on casual and/or agency employment to meet planned workforce requirements:

- (iii) provide for continuous workplace transformation with the objective of continuous service improvement;
- (iv) improve the delivery of care and services to patients;
- (v) facilitate flexible working hours;
- (vi) introduce new and more flexible conditions of employment;
- (vii) provide for salary increases consistent with Clause 13 "Salaries" of this Agreement;
- (viii) provide for an effective system for safe inpatient unit nurse/midwife staffing levels and skill mix within the South Australian public health system;
- (ix) ensure an ongoing stable industrial relations framework at the health unit level that assists health units to improve efficiency and business performance; and
- ensure ongoing cooperation between the parties to achieve improvements in occupational health and safety performance.

#### 9. PRINCIPAL UNDERTAKINGS

#### 9.1 Ongoing Improvement

- 9.1.1 The Parties bound by the Agreement acknowledge that the provision of health services in this State is subject to ongoing development and restructuring in order that the best possible health outcomes are achieved for the people of South Australia. To this end it is acknowledged that the Minister for Health released *South Australia's Health Care Plan* 2007-2016 on 6 June 2007.
- 9.1.2 The parties are also committed to the implementation of initiatives designed to achieve ongoing improvements in productivity and efficiency and enhanced performance of the South Australian public health sector.

#### 9.2 Strategic Directions

- 9.2.1 The parties are committed to achieving the following strategic directions identified for 2007-2009, namely:
  - · Strengthening primary health care
  - · Enhancing hospital care
  - · Reforming mental health care
  - · Improving the health of Aboriginal people

#### 9.3 Consultation

- 9.3.1 It is an accepted principle that effective workplace relationships can only be achieved if appropriate consultation between the industrial parties occurs on a regular basis.
- 9.3.2 In particular, where nursing/midwifery staff are affected, the parties are to consult in relation to any planned initiatives and strategies that are designed to achieve the objectives of the Principal Undertakings (Clause 9).
- 9.3.3 The following consultation principles are applicable:

- (i) Consultation involves the sharing of information and the exchange of views between employers and the persons or bodies that must be consulted and the genuine opportunity for them to contribute to any decision-making process;
- (ii) Employers consult in good faith;
- (iii) Workplace change that affects a significant number of nurses/midwives should not be implemented before appropriate consultation has occurred with employee representatives; and
- (iv) Employee representatives are to be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees' working conditions or the services employees provide.

#### 10. SAFE STAFFING LEVELS

#### 10.1 Staffing and Workloads – Inpatient Units

- 10.1.1 Health unit sites are to staff to demand in all areas according to the relevant indicator of demand for that setting.
- 10.1.2 In most areas of health unit sites this will mean staffing in accordance with Excelcare projections (where the system has been implemented and maintained). Following implementation of the new NMCIS, health unit sites utilising that system are to staff according to the new system.
- 10.1.3 The DH will implement a new Nursing and Midwifery Clinical Information System (NMCIS) to replace the existing Excelcare system. Subject to contract negotiations with the preferred provider, implementation of NMCIS will commence by October 2007 and will be implemented in all sites presently using Excelcare by October 2009. Implementation will be subject to successful piloting of the new NMCIS in selected wards/units.
- 10.1.4 Subject to a business case to investigate the feasibility of extending the application of the new NMCIS for Hospital sites not presently using Excelcare, the new NMCIS will be extended to such sites between October 2009 and October 2010.
- 10.1.5 In the event that the new NMCIS is not implemented in accordance with this clause and Excelcare can no longer operate, sites will ensure that average staffing levels for each patient care area are no less than the average of the patient care area's previous 12 months required NHPPD unless clinical demand is significantly different as a result of a change in the clinical/service profile of the patient care area.
- 10.1.6 In circumstances where staffing levels are not able to meet demand, health unit sites will refer to the agreed shift by shift staffing requirements decision making process as set out in Section 1 of APPENDIX 1. Relevant health unit sites will continue to ensure that units of care, timings and the operation of Excelcare and the new NMCIS are maintained.
- 10.1.7 In wards/units/emergency departments/casualty services of health unit sites, where Excelcare or the new NMCIS is not used to assess demand and staffing, alternative methodologies (eg standards, formulae etc) that have been agreed between the parties and set out in Section 2 of APPENDIX 1 are to be used. Either party may seek to have the alternative methodologies as provided at APPENDIX 1 adjusted should any role, service requirement or change in service volume occur in those health unit sites listed in the APPENDIX.

#### 10.2 Country Staffing Methodology

10.2.1 For country health unit sites (non-minimum staffed), the revised Country Staffing methodology as set out below is the agreed methodology to be taken into account to assess demand. Either party may seek to have the alternative methodologies as provided below adjusted should any role, service requirement or change in service volume occur in those health unit sites.

Clinical Area	CSM
Casualty	0.6 NHPPC
Paediatrics	5.3 NHPPD
Obstetrics	6.0 NHPPD
HDU (approved)	3 shifts per patient per day
Acute Care*	5.0 NHPPD
Aged Care**	3.2 NHPPD

<sup>\*</sup> inclusive of Acute medical, surgical, palliative care, mental health and rehabilitation

- 10.2.2 The NHPPD will be applied such that there will be an assessment of demand each 4 week roster cycle to take into account variations to client volume and patient acuity due to seasonal and other factors. For Acute Care, the NHPPD may have a 4 week roster cycle positive/negative tolerance factor of 0.5 NHPPD, however, will average 5.0 hours in a year.
- 10.2.3 For minimum staffed health units at least one registered Nurse/Midwife and one other Nurse/Midwife must be on duty at all times.
- 10.2.4 Casualty/Emergency Department staffing
  - 10.2.4.1 In health unit sites where:
    - (i) For any period of one week or more; or
    - (ii) For any shorter period during which increased demand is reasonably predictable; and
    - (iii) Where there is forecast demand for a minimum of 3 nursing hours during the period of any nursing shift within a casualty/emergency department provided by the site; then
    - (iv) in addition to the staff indicated by the country staffing methodology specified by Clause 10.2.1 and in addition to the demand for other shift periods indicated by 0.6 nursing hours per patient consultation for Casualty, the health unit site shall roster such additional nursing hours as may be necessary to provide full and separate staffing to the casualty/emergency department during that shift.
    - (v) For example, if during a holiday period the casualty/emergency department of a country hospital experiences an increase in demand for the casualty/emergency department which last for longer than one week, it shall provide additional staff on shifts where the casualty/emergency department requires nurse cover for 3 hours or more.
    - (vi) For periods of less than one week or where demand could not be reasonably predicted, the increase in demand for casualty/emergency services shall be met by use of casual or agency staff, recall or overtime.

<sup>\*\*</sup> Aged Care NHPPD applies to State Funded beds only

#### 10.3 Skill Mix for Inpatient Units

- 10.3.1 In health unit sites (other than country health unit sites) the skill mix for inpatient units is 70:30 registered nurses/midwives to enrolled nurses/assistant in nursing. Either party may seek to have the skill mix in a health unit site or part thereof adjusted should any role, service requirement or change in service volume occur in such health unit site or part thereof.
- 10.3.2 In country health unit sites the skill mix is maintained at the level set out in APPENDIX 2 (with a positive/negative tolerance factor of 5%) averaged over a 12-month period. Either party may seek to have the skill mix in a country health unit site or part thereof adjusted should any role, service requirement or change in service volume occur at that country health unit site or part thereof.
- 10.3.3 The parties are to review the need for the continued operation of this sub-clause on implementation of the new NMCIS.
- 10.3.4 Graduate nurses are to be included in the RN ratio but are not, unless otherwise agreed between the parties, to be rostered as the only registered nurse in a health unit site or patient care area in the first six (6) months of employment.

# 10.4 Nursing Workload Measurement Project – Development of a staffing methodology equalisation tool for Community Mental Health and Community Health Nurses/Midwives

- 10.4.1 The parties acknowledge that the final report of the project is still pending. Subject to a successful pilot(s) and business case, the DH will implement a staffing methodology tool for Community Mental Health and Community Health. The business case will be finalised within 6 months of the commencement of this Agreement, with implementation of the tool to occur during the life of the Agreement.
- 10.4.2 The parties acknowledge that the tool may encompass other occupations. Ongoing consultation will therefore occur with the ANF (SA BRANCH) and other key stakeholders in relation to the pilot, and the development and implementation of the tool. Non-agreement of other key stakeholders will not prevent the implementation of the staffing methodology tool in respect of Community Mental Health and Community Health Nurses/Midwives.
- 10.4.3 Should the pilot(s) not be successful, the Department of Health will consult with the ANF (SA BRANCH) and seek to develop an alternative methodology.

#### 10.5 Rostering Arrangements

- 10.5.1 Rostering is by a 7-day roster, other than for Monday to Friday workers, except where service delivery does not extend over 7 days of the week.
- 10.5.2 Notwithstanding 10.5.1 above, an employee may request a fixed day(s) off.

#### 10.6 Standard 10 Hour Night Shifts

- 10.6.1 The night shift standard is 10 hours subject to the following:
  - (i) Night shift lengths of less than the 10 hour standard may be agreed by a majority of nurses/midwives in any particular ward or discrete work area following a ballot of such nurses/midwives.

- (ii) If, due to staff changes or if the majority of nurses/midwives subsequently wish to revert to the 10 hour standard, the roster will revert to include the 10 hour night shift within the ensuing 12 week period.
- (iii) The ability of any ward or discrete work area to implement the standard 10 hour night shift will depend upon sufficient staffing numbers (with appropriate skill mix) being available at that ward or work area to be able to maintain such standard shift arrangement without incurring overtime or using casual/"agency" staff (other than normal overtime or incidental use of casual/agency staff to cover absences on leave, etc). However once introduced, the 10 hour night duty will be maintained, subject to the provisions of Clause 10.6.1 (i) above.
- (iv) Some of the additional shift "overlap" time created by the introduction of 10 hour night shifts is to be used for professional development purposes, including mandatory training. Over the course of any 12 month period the "overlap" time spent on professional development activity must equate to a minimum of 1 day per nurse/midwife on average.
- (v) For those nurses/midwifes working shifts of greater than 10 hours, nothing in this Agreement requires the reduction of such shifts, and that any changes to these shifts would require consultation at the local level with affected nursing/midwifery staff and their representatives.
- (vi) Shift lengths of greater than 10 hours may continue to be introduced in accordance with Clause 5.1 of the Award.
- 10.7 Ordinary hours of duty are defined as 152 within a cycle not exceeding 28 days.

#### 11. CAREER STRUCTURE

- 11.1 A joint review undertaken by the parties during the life of the *Nurses/Midwives (SA Public Sector)*Enterprise Agreement 2004 resulted in a new Nursing/Midwifery career structure as detailed in APPENDIX 4 and operative from the first full pay period on or after 1 October 2007.

  Classification references in this Agreement refer to classifications under the new career structure, unless otherwise specified.
- 11.2 APPENDIX 5 contains provisions relating to translation to the new Nursing/Midwifery Career Structure. Upon translation, employees will perform duties consistent with those set out at APPENDIX 4.
- 11.3 During the life of this Agreement, the parties will consult over the level of backfilling required to implement the career structure changes.

#### 11.4 Enrolled Nurse with Certificate Qualifications – Progression to Pay Point 7

11.4.1 Progression to Pay Point 7 for ENs (non diplomates) is subject to meeting the qualifications criteria detailed in APPENDIX 4.

#### 11.5 Enrolled Nurses with Diploma of Nursing qualifications

11.5.1 A salary scale of 7 Pay Points for Enrolled Nurses (EN) with Diploma qualifications is included in APPENDIX 3.

11.5.2 Employees classified in the EN with Certificate salary scale who undertake a postenrolment Diploma translate to the Enrolled Nurse with Diploma qualification salary scale on a point to point basis.

## 11.6 Registered Nurses/Midwives Level 3 (RN/RM3) and Level 4 (RN/RM4) (including Nurse Practitioner)

- 11.6.1 Programmed days off and overtime do not apply to this classification. However, a Level 3 and 4 (RN/RM3/4) who is required, as a result of either work demands or direction, to work at least 7.6 hours (in addition to 38 hours per week), will be entitled to one scheduled day off per 28-day work cycle.
- 11.6.2 Where a RN/RM3/4 is required to work rostered shiftwork in order that nursing care is maintained over seven days, shift penalties and responsibility allowance (where applicable) are payable.
- 11.6.3 Registered Nurse/Midwife Clinical Service Coordinators (Level 3 or 4)
  - Who provide pivotal coordination of patient/client care delivery in a defined ward/unit/value stream, and
  - Whose main focus is the line management, coordination and leadership of nursing/midwifery activities to achieve continuity and quality of patient care, and
  - Who are accountable for the outcomes of nursing/midwifery practice in the specific practice setting;

Are to be provided with a minimum of an average of 3 days per week (averaged across the health unit site) during which time they will not be counted towards meeting patient/client demand for staffing related purposes; and

Any RN/RM3/4 with access to an average of more than 3 days per week for non-clinical duties as at the commencement of this agreement will not have that time reduced to an average of 3 days per week as a consequence of this clause.

#### 11.7 Registered Nurses/Midwives Level 5 (RN/RM5) and Level 6 (RN/RM6)

11.7.1 Employees classified at this level have no fixed hours of duty in accordance with Clauses 4.4.1, 5.1, 5.3, and 5.4.2 of the Award. Notwithstanding this, employees classified at this level are not expected to work excessive hours. Chief Executive Officers or delegates are required to ensure that the hours worked are reasonable in order to provide sufficient time free from all duty and that time off at the reasonable convenience of both the employee and health units is made available when excessive hours have been worked.

#### 12. SALARIES

#### 12.1 Increases

- 12.1.1 The salary increases prescribed hereunder apply to all classifications from the dates indicated and subsume any subsequent adjustments arising from Safety Net Reviews awarded by the IRCSA during the life of the Agreement.
- 12.1.2 The enterprise bargaining increases take into account all work practice changes and improved efficiency initiatives implemented since 31 March 2004 as well as the ongoing implementation of productivity/efficiency measures during the life of this Agreement.
- 12.1.3 The nursing specific increases take into account the need to attract and retain qualified nursing staff in the public health system and all increases in work value up to and including 30 June 2007.

#### 12.1.4 The salaries attached in APPENDIX 3 provide:

- Career structure increase inclusive of 3.5% Enterprise Bargaining increase and 0.5% nursing specific increase from the first full pay period on or after 1 October 2007 (refer to the rates in APPENDIX 3);
- 3.5% Enterprise Bargaining increase and 0.5% nursing specific increase (a total of 4%) from the first full pay period on or after 1 October 2008; and
- 3.5% Enterprise Bargaining increase and 1.0% nursing specific increase (a total of 4.5%) from the first full pay period on or after 1 October 2009.

#### 12.2 Salary Sacrifice Arrangements

- 12.2.1 This sub-clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the employer and the employee that enables salary sacrifice arrangements to be put in place.
- 12.2.2 An employee may elect to salary sacrifice part of the employee's salary. Salary for the purpose of calculating the amount that may be sacrificed includes, where applicable, responsibility allowance, on-call allowance, overtime payments (including recall payments), shift and weekend penalty payments and annual leave loading.
- 12.2.3 Where an employee enters into a SSA with an employer, the employee will indemnify the employer against any taxation liability whatsoever arising from, or in respect of, that SSA.
- 12.2.4 Notwithstanding any other provision or Schedule of this Enterprise Agreement, where an employee has entered into a SSA the salary payable to that employee is the salary payable under the SSA.
- 12.2.5 Any entitlement to payment of overtime, leave loading or shift/weekend penalty allowance is based on the salary that would have been payable had the employee not entered into a SSA.
- 12.2.6 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued annual leave (including pro-rata annual leave) or long service leave entitlements, the payment thereof is to be based on the salary that would have been payable had the employee not entered into a SSA.
- 12.2.7 For the purpose of this subclause "taxation liability" means any liability of any description that may be pursuant to a Tax Act howsoever described.

#### 13. ALLOWANCES FOR ADDITIONAL QUALIFICATIONS

13.1 The amounts of the allowances for additional qualifications and conditions regarding eligibility are set out in APPENDIX 6. The provisions of Clause 4.3.1(a) of the Award as it relates to a Bachelors Degree in Nursing will not apply in addition to the terms of this Agreement.

#### 13.2 Registered Nurses/Midwives

Levels 1, 2, 3 and 4:

(i) an allowance equivalent to 3.5% calculated on RN/RM-1, Level 9 for the hospital certificates specified in APPENDIX 6, graduate certificates (university based or equivalent) or Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing/midwifery practice areas;

- (ii) an allowance equivalent to 3.5% calculated on RN/RM-1, Level 9 to be paid to Nurse/Midwife Specialists who were appointed as such as at 1 October 2004 irrespective of the qualifications held;
- (iii) an allowance equivalent to 4.5% calculated on RN/RM-1, Level 9 for Graduate Diploma (university based or equivalent);
- (iv) an allowance equivalent to 5.5% calculated on RN/RM-1, Level 9 for second degree, Masters degree or PhD.

#### 13.3 Enrolled Nurses (with Diploma qualifications)

(i) 3.5% calculated on the maximum step (i.e. Pay Point 7) of the Diploma salary scale for one or more post enrolment courses of not less than 6 months duration for only those ENs who are appointed to the Diploma salary scale.

#### 13.4 Eligibility

13.4.1 An employee will only be eligible for payment of an allowance in respect of one qualification (the highest relevant qualification held), i.e. no employee is entitled to payment in respect of more than one additional qualification.

#### 14. RURAL AND REMOTE SERVICE INCENTIVE PAYMENTS

14.1 Employment incentive payments are payable to nursing/midwifery staff in rural and remote areas.
 The incentive payments are set out in APPENDIX 7.
 The health unit sites affected and their Zone allocation are also set out in APPENDIX 7.

#### 14.2 Conditions of Payment

- (i) after the fifth year in a specific Zone, no incentive payment is applicable;
- (ii) no period of leave without pay will attract the incentive payment;
- (iii) eligible employees employed on a part time basis will be entitled to payment on a pro rata basis in the same proportion as their part time hours bear to full time;
- (iv) the incentive payment will accrue and be payable on a fortnightly basis under the same conditions as payment of Locality Allowances (and in addition to any Locality Allowances payable);
- (v) employees new to the public health sector appointed to a permanent or temporary position in a health unit site located in Zone 2, 3 or 4 are eligible for the incentive payment and will commence at Year 1 from the date of their appointment;
- (vi) existing employees not located in Zone 2, 3 or 4, appointed to a permanent or temporary position in a site located in Zone 2, 3 or 4 are eligible for the incentive payment and will commence at Year 1 from the date of their appointment;
- (vii) existing employees located in health unit sites within Zones 2, 3 or 4 with less than 5 years service in sites within a specific Zone are eligible for the incentive payment and will commence at their relevant Year of service within a particular Zone;
- (viii) existing employees located in health unit sites within a specific Zone (regardless of whether they are in receipt of the incentive payment or otherwise) who are appointed during the life of the Agreement to a permanent or temporary position in a site within another Zone are eligible for the payment and will commence at Year 1.

#### 14.3 Incidental Payments

- 14.3.1 In addition to the Zone Payments in 14.1, the following incidental payments will apply to employees appointed to positions at health unit sites located in Zones 2, 3 or 4 on a permanent or temporary basis or who are seconded from sites not included in Zones 2, 3 or 4;
- 14.3.2 On or after the beginning of the first pay period to commence on or after 1 October 2007:

14.3.3 On or after the beginning of the first pay period to commence on or after 1 October 2008:

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Zone 2 - $321; Zone 3 - $428; Zone 4 - $536
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14.3.4 On or after the beginning of the first pay period to commence on or after 1 October 2009:

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Zone 2 - $333; Zone 3 - $443; Zone 4 - $554
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14.3.5 This payment shall be paid only once, at the time of taking up the appointment within any zone and applies separately to each Zone.

#### 15. NURSE/MIDWIFE IN-CHARGE ALLOWANCE

- 15.1 A Nurse/Midwife In-Charge Allowance will be paid to a RN/RM1 or Nurse/Midwife Specialist in a particular ward or unit whenever a higher-level nurse/midwife, is not rostered to be on duty. Only one payment of the allowance will be made in respect of any one shift. Provided that a RN/RM1 or nurse/midwife Specialist who is in receipt of a Responsibility Allowance will not be entitled to also receive the Nurse/Midwife In-Charge Allowance.
- 15.2 The allowance will be paid as follows:
  - \$10.35 per shift from the first full pay period on or after 1 October 2007;
  - \$10.70 per shift from the first full pay period on or after 1 October 2008; and
  - \$11.05 per shift from the first full pay period on or after 1 October 2009.

#### 16. ON CALL ALLOWANCE

- 16.1 Every employee who is not a casual employee may be required to participate in an on call roster.
- 16.2 The applicable on call rates are set out in APPENDIX 9.
- 16.3 The on call rates apply on a *per period* basis, i.e. between rostered shifts, to a maximum of 24 hours. Where the period spans two days attracting different rates a single payment of the higher rate is to be made. Where an employee is rostered to be on call for a period that extends over 2 rostered days off work, they will be entitled to a payment in respect of each rostered day off at the relevant rate.
- 16.4 Where nurses/midwives employed in country health unit sites are rostered on call but are not provided with 2 consecutive days per fortnight free from being rostered on call, then such employees are to be paid double the applicable on call rate (as provided for at clause 16.2 above) for each time they are rostered on call until they are granted 2 consecutive days free from on-call.

16.5 Employees rostered on-call and required to perform work from home will be entitled to payment at overtime rates (or time off in lieu by agreement) for actual time worked at home, provided that the total time spent so working in any on-call period is at least 30 minutes.

#### 17. RESPONSIBILITY ALLOWANCE

17.1 The allowances prescribed in Clause 4.6 of the Award are available to registered nurses/midwives level 1 and level 2 classifications in health unit site categories 6.1 to 6.5 (where no after hours coordinator is engaged) and to the Level 3/4 (RN/RM3/4) classification in other health unit sites. The allowances are set out in APPENDIX 9.

#### 18. ADDITIONAL DUTIES ALLOWANCE

- 18.1 Payment of an allowance may be authorised where an employee continuously performs duties in addition to the employee's normal duties for a period of 5 consecutive days or more.
- 18.2 Where the employee is performing such additional duties at the request of the employer, and the additional duties do not form substantially the whole of the duties of a higher position, the employee is paid an allowance.
- 18.3 The appropriate allowance is determined according to the provisions of sub-clause 5.1.1.4 "Higher Duties (Salaried Employees)" of the *DH* (*SAHC Act and IMVS*) Human Resources Manual.

#### 19. NIGHT SHIFT PENALTY

- 19.1 All employees other than registered nurses/midwives at level 5 and 6 are to be paid the following penalty rate when working on rostered night shifts Monday to Friday inclusive:
  - 17% from the first full pay period on or after 1 October 2004;
  - 18.5% from the first full pay period on or after 1 October 2007;
  - 19.5% from the first full pay period on or after 1 October 2008; and
  - 20.5% from the first full pay period on or after 1 October 2009.
- 19.2 The above night shift penalty is to apply in lieu of the rate prescribed in subclause 5.3.1(b) of the Award.

#### 20. MIDWIFERY CASELOAD PRACTICE AGREEMENT

20.1 The Midwifery Caseload Practice Agreement is set out in APPENDIX 8. The provisions of this Agreement may be extended to other health unit sites not currently using the model following agreement with the health unit concerned, the DH, the affected employees and the ANF (SA BRANCH).

#### 21. PROFESSIONAL DEVELOPMENT LEAVE

21.1 Nursing/midwifery staff are to be provided with an average of 3 days professional development leave per annum. Up to one day of this leave will be undertaken during the shift "overlap" time made available as a result of the standard 10-hour night shift referred to in Clause 10.6.1 where that shift length is worked.

- 21.2 DH provides funding to Regions through the nurse-teaching grant for casemix funded services for the support of professional development for nurses and midwives. Regions will ensure that such funds are made available for their intended purpose and will provide an annual acquittal to DH accordingly. DH will, upon request by the ANF (SA BRANCH), provide quarterly data regarding the year to date professional development leave utilisation as a percentage of the budgeted staffing FTE for nurses and midwifery.
- 21.3 In addition, within each region and health unit site a joint local ANF (SA BRANCH) site representative/health service forum will meet quarterly to discuss and review:
  - The number of applications for professional development and study assistance (including conferences etc);
  - The number of approvals of such applications by classification and work area;
  - Discussing and reviewing priorities for professional development needs within the health service to assist in the future determination of assistance requests;
  - Processes for the consideration of requests and allocation of resources.
- 21.4 Where issues cannot be resolved locally they shall be referred for consideration by DH and the ANF (SA Branch).

#### 22. PAID MATERNITY AND PAID ADOPTION LEAVE

- 22.1 Subject to this clause an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, is entitled to fourteen (14) weeks paid maternity leave on and from 13 July 2007, with the option of taking 28 weeks at half pay.
- 22.2 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 fourteen weeks (14) weeks paid adoption leave on and from 13 July 2007, with the option of taking 28 weeks at half pay.
- 22.3 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
  - 22.3.1 The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
  - 22.3.2 An employee will be entitled to fourteen (14) 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, scheduled days off or any other leave falling within the period of paid leave.
  - 22.3.3 Where both prospective parents are employed by the DH or by the DFC, a period of paid maternity/adoption leave may be shared by both employees, provided that the total amount of paid leave does not exceed fourteen (14) weeks.
  - 22.3.4 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).
  - 22.3.5 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.

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

#### 23. BREAST FEEDING FACILITIES

23.1 Where possible, breast feeding facilities will be made available for employees.

#### 24. RETURN TO WORK ON A PART TIME BASIS

24.1 An employee is entitled to return to work after maternity or adoption leave on a part time basis, at the employee's substantive classification level, until the child's second birthday and may then revert to full time.

#### 25. PERSONAL/CARERS LEAVE

25.1 Each employee is credited with 120 hours Personal/Carers leave per annum. Personal/Carers leave subsumes sick leave provisions provided by Clause 6.2 of the Award, as well as special leave for urgent pressing necessity, care of sick child, bereavement leave and moving house as provided by the DH (SAHC Act and IMVS Act) Human Resources Manual.

#### 25.2 Definitions

- **25.2.1 Personal/Carers leave** is defined as leave approved by the employer for absences from work on account of:
  - (a) Personal illness;
  - (b) Illness of "family member" as defined;
  - (c) Bereavement as defined; and
  - (d) Urgent pressing necessity as defined.
- **25.2.2 Family member** is defined as a member of the employee's household, or near relative of the employee as defined in the *Fair Work Act 1994*. The employee must have responsibility for the care of the family member concerned.
- **25.2.3 Bereavement**: The death of a person closely related to an employee. The employee is either emotionally distressed or attends the funeral or related arrangements or provides emotional support to another person closely related to the employee.
- **25.2.4** "Closely related" will include an employee's wife, husband, father, mother, father in law, mother in law, brother, sister, child, stepfather, stepmother, stepchild, de-facto spouse, guardian, foster parent, step parent, step brother/sister, half brother/sister or other family member as defined in this clause.
- **25.2.5 Urgent Pressing Necessity:** A matter that must be attended to by the employee that cannot be reasonably attended to by the employee outside the employee's ordinary hours of work. Examples of urgent pressing necessity include:
  - (a) A requirement to appear in court either as a subpoenaed witness or is defending a civil right. Court appearances in other circumstances must be covered by recreation leave or leave without pay.

(b) Protection of the employee's family/property directly affected by flood or bushfire.

#### 25.3 Entitlement

- 25.3.1 All employees who are absent from work on account of matters relating to personal/carers leave, as defined above, are on application, eligible for personal/carers leave without deduction of pay as provided in this clause. Personal/Carers leave is credited and recorded on the basis of 120 hours per annum on an employee's service year date of each year irrespective of an employee's roster configurations/arrangements. The entitlement is available on a pro rata basis for part time employees.
- 25.3.2 Translation of the crediting of Personal/Carers leave from a 1 July to a service year basis is found in APPENDIX 10. Translation will occur during the 2007/2008 financial year.

#### 25.4 Limitations to Personal/Carers Leave Entitlement

- During the first six months of service no employee is entitled to a grant of leave exceeding 60 hours.
- During the first twelve months of service no employee is entitled to such a grant exceeding 120 hours.
- 25.4.3 No Personal/Carers leave is to be granted on account of:
  - (a) an illness caused by misconduct of the employee;
  - (b) an illness that arises from circumstances within the employee's control eg sunburn;
  - (c) normal period of absence for confinement;
  - (d) attending business that could otherwise be done outside the employee's ordinary hours of duty eg rostered days off, flexi-time, PDOs, scheduled days off etc; or
  - (e) any other circumstances which are not specifically stated in, or intended by, the definitions in this clause.
- 25.4.4 Personal/Carers Leave for part-time employees is to be paid at the employee's usual salary for the number of hours normally worked.
- 25.4.5 Personal/Carers Leave accrues from year to year without limit.
- 25.4.6 Before being entitled to be paid Personal/Carers Leave the employee will within 24 hours of commencement of any period of absence, inform the employer of his/her inability to attend for duty, and as far as practicable, state the reason for the absence and the estimated duration of the absence
- 25.4.7 Personal/Carers Leave is debited by the hour. Where a public holiday occurs on a day when an employee is absent on paid Personal/Carers leave, payment at ordinary rates is to be made for the day and the public holiday will not be deducted as a days Personal/Carers leave.

- 25.4.8 Any employee absent on account of Personal/Carers leave due to personal or family illness for more than three working days must forward a medical certificate signed by a registered medical practitioner to the employer or, if the absence is not more than five working days a dental certificate signed by a dental practitioner. For all urgent pressing necessity and bereavement leave, the employee is required to produce other documentation sufficient to justify the granting of paid leave.
- An employee may also be required to provide a medical certificate, or other documentation, for absence on Personal/Carers leave for less than three days.
- 25.4.10 An employee absent due to Personal/Carers leave on the working day before and/or the working day after the employee's programmed day off/scheduled day off is not entitled to payment for such working day(s), unless the employee provides a medical certificate or statutory declaration.
- 25.4.11 Where an employee is absent due to personal/carers leave on a programmed day off/scheduled day off, such day stands as the programmed day off/scheduled day off, and another day will not be substituted for that programmed day off/scheduled day off. Personal/carers pay is not paid in addition to the payment for the programmed day off/scheduled day off and the day is not to be debited as Personal/Carers leave.
- 25.4.12 Where an employee has been advised of a requirement to work on a programmed day off/scheduled day off and is subsequently absent on that day due to personal/carers leave, the day is paid as a programmed day off/scheduled day off and a substitute day is not granted.
- 25.4.13 An employee if required must submit an appropriate medical certificate (or other documentation) for each week of absence.
- 25.4.14 In the case of personal illness, an employee, if so required must submit a medical certificate of fitness on resumption of work after any period of absence.
- 25.4.15 Where an employee is absent on leave without pay (other than for Workers Compensation or unpaid sick leave with a medical certificate) each hour of leave without pay which is not counted as service during a service year will reduce the Personal/Carers leave to be credited to an employee on the next service year date.

#### 26. ANNUAL LEAVE

- 26.1 This clause will apply in addition to annual leave entitlements provided by Clause 6.1 of the Award.
- An employee, other than an employee rostered over 7 days, will be granted 5 additional working days or 7 additional calendar days of leave where that employee is rostered on-call for one in two weekend on-call periods (averaged over a service year). A weekend on-call period is defined as a maximum of 24 hours that spans all or any part of a weekend day or public holiday. Such an additional week is to be treated in the same manner as annual leave for all purposes; and
- 26.3 An employee who is required to be regularly rostered for duty over six days of the week (including Saturday and/or Sunday) will be granted annual leave at a rate of 2 1/12 working days or 2 11/12 calendar days for each completed month of service (equivalent to 5 weeks leave per service year).

#### 27. CASUAL EMPLOYEES

27.1 A casual employee is engaged for a minimum of 3 hours.

- 27.2 Following assessment, 'regular' casuals are to be converted to permanent employment status. 'Regular' casuals are those employees who work some of their hours in a predictable fashion and those hours are rostered on an ongoing basis. In addition such employees may work extra hours that meet the unplanned or irregular needs of the health unit from time to time.
- 27.3 Assessment of substantive FTE for 'regular' casuals is based on consideration of those hours worked in a predictable manner and those hours rostered on an ongoing basis.
- 27.4 Casual employees who are unable to accept offers of employment due to the birth of a child (as long as the break between engagements does not exceed 12 months), maintain continuity of service, for the purposes of long service leave only. Such breaks between engagements are not counted for the purposes of calculating the entitlement for long service leave.

#### 28. PART TIME EMPLOYEES – MINIMUM SHIFT LENGTH

28.1 The minimum shift length for a part time employee is 3 hours.

#### 29. PART TIME EMPLOYEES WORKING VARIABLE SHIFTS – PUBLIC HOLIDAYS

29.1 A part time employee engaged to work variable shifts over a 5 day week (Monday to Friday), who is not required to work on a public holiday falling on Monday to Friday is to be paid for such day if the employee's established pattern of work indicates that the employee would have worked on that day had it not been a public holiday.

#### 30. RECALL TO WORK, OVERTIME AND TIME OFF IN LIEU OF OVERTIME

- Where a part time employee works an ordinary shift and is recalled to work on that same day, payment of overtime for the recall to work applies, according to Award provisions.
- Where an employee is recalled to work and the actual time worked is less than the minimum of 3 hours on such recall(s), the time worked is considered as interrupting the 8 consecutive hours off duty. That is, Clauses 5.4.10 and 5.4.11 of the Award apply.
- 30.3 At the request of an employee and where agreed to by management, where an employee is recalled to duty the payment of recalls to work may be deferred and accumulated to be taken as time off in lieu (TOIL) with a period of annual leave. Employees employed in country health unit sites may accumulate up to 2 weeks time off in lieu of payment for such recalls. For all other employees, TOIL may be accumulated up to a maximum of 1 week.

### 31. SPECIAL CONDITIONS FOR COUNTRY DIRECTORS OF NURSING OR EXECUTIVE OFFICERS/DIRECTORS OF NURSING

- 31.1 Where Directors of Nursing (DONs) or Executive Officer/Directors of Nursing (EO/DONs) in country health units are required to be on call for clinical nursing duties, the relevant on call allowance as provided for in Clause 16.2 will be paid.
- 31.2 Where a DON or EO/DON is recalled to work to perform clinical nursing duties having left the workplace (and whether or not she/he is on call at the time of the recall), the DON or EO/DON is entitled to be paid at the appropriate rate based on the RN/RM3 rate of pay for the time spent on such recall, with a minimum of 3 hours payable.
- 31.3 In lieu of overtime payment, the DON or EO/DON may elect to take the equivalent time worked as TOIL, according to Clause 30.3.

31.4 Overtime payments or TOIL do not apply in circumstances where the DON or EO/DON works in excess of 8 hours continuously or where the return to work is for purposes consistent with the duties of management, including attendance at Board meetings, security and non-nursing emergency call outs etc.

#### 32. DAYS IN LIEU OF PUBLIC HOLIDAYS

- 32.1 Those mental health sites that had provision for days in lieu of payment for certain named public holidays until it was removed by ballot under the 1998 Agreement, will continue to make this provision available pursuant to the provisions of 32.3 or 32.4 for current employees only. Those employees who wished to avail themselves of this provision must have elected to do so by 31 August 2001.
- 32.2 Those mental health sites that retained the days in lieu provision referred to in 32.1, whether or not as a result of a ballot under the 1998 Agreement, will continue to make the provision available for current employees only.
- 32.3 Any current employee, who has elected to receive days in lieu pursuant to 32.1, or is currently receiving days in lieu pursuant to 32.2, and who is rostered for duty over 7 days of the week will not be paid penalty rates for work performed on the following public holidays (Australia Day, Easter Saturday, Easter Monday, Anzac Day and Proclamation Day), nor will the employee receive an additional day's payment if rostered off duty on these days. Instead, the employee will be granted 5 days off, to be taken in conjunction with a period or periods of annual leave:
- 32.4 Any current employee, who has elected to receive days in lieu pursuant to 32.1, or is currently receiving days in lieu pursuant to 32.2, and who is not rostered for duty over 7 days of the week but is required to work in ordinary hours on any of the public holidays named in 32.3, will not be paid penalty rates for the work performed on that day. Instead, the employee will be granted a day off to be taken in conjunction with a period (or periods) of annual leave for each such day worked.
- 32.5 At an employee's initiative and with the agreement of the employer, additional days off accrued under 32.3 or 32.4 may be taken at a time other than in conjunction with a period/s of annual leave.
- 32.6 For all other public holidays the provisions of the Award apply.
- 32.7 An employee may at any time elect to be paid for public holidays (pursuant to the provisions of the Award) instead of taking days in lieu. Once made, such election is permanent.
- 32.8 For the purposes of this clause, the term "current employee" means any mental health nurse employed in the public sector as at 31 August 2001. Any nurse appointed to the public sector after that date does not have access to days in lieu of public holidays worked. Current employees who transfer between mental health sites may, subject to 32.7, retain the days in lieu of public holidays provision.
- 32.9 Nothing in this subclause precludes the operation of Clause 6.3.7(d) of the Award.

#### 33. MEAL BREAKS

- 33.1 By arrangement with the employees an unpaid meal break is allowed on each day or shift, of a duration of not less than 30 minutes or not more than 60 minutes.
- 33.2 Where an employee is interrupted during an unpaid meal break by a call to duty, such unpaid meal break is to be counted as time worked and the employee must be allowed a meal break as soon as practicable. Should it be impracticable for the employee to have a meal break during the remainder of the employee's ordinary working hours, overtime applies to the interrupted meal break.

33.3 Where an employee is required to remain available for duty during a meal break, the employee is to be paid at ordinary time rates (i.e. base rate and appropriate shift allowance where applicable) for the period of the break and such time is not to count as ordinary time. Such breaks are to be limited to half an hour.

#### 34. DAYLIGHT SAVING

34.1 Employees will be paid at ordinary time rates (i.e. base rate and Sunday penalty rate) for the extra hour worked in the month that Daylight Saving ceases and have the option to either work an extra hour or to take one hour leave without pay in the month that Daylight Saving commences, such that it will be of no additional cost to DH.

#### 35. WORKLIFE FLEXIBILITY

#### **Voluntary Flexible Working Arrangements**

- 35.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments and agree to promote and improve the awareness of VFWAs to employees during the life of this Agreement.
  - 35.1.1 A Chief Executive Officer or delegate will consider an employee's request to participate in a VFWA having regard both to the operational needs of the health unit or particular workplace, and the employee's circumstances.
  - 35.1.2 This clause applies for the period an employee participates in a VFWA.
    - a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Agreement or the Award.
    - b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
    - c) Where an employee is participating in a Compressed Weeks type of VFWA (not generally applied to 7 day week workers), the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
    - d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued recreation or long service leave entitlements (instead of transferring leave credits to another employer party to this Enterprise Agreement in the event the employee immediately becomes employed by that employer party), the payment thereof (or the transferred leave credits) shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.
  - 35.1.3 The CE, DH and CE DFC agree to promote, monitor and evaluate the use of VFWA within health units.

#### Reimbursement Of Reasonable Child Care Costs

- Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the health unit will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
  - 35.2.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
  - 35.2.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 35.2.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
  - 35.2.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted.
  - 35.2.5 Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner for Public Employment.
  - 35.2.6 The employee will provide the agency with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
  - 35.2.7 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

#### **Reimbursement Of Reasonable Travel Costs**

- 35.3 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
  - (a) The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - (b) The employee ordinarily uses public transport.
  - (c) Travel is by the most direct or appropriate route.
  - (d) Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner for Public Employment.
  - (e) The employee will provide the agency with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

#### 36. PRE-EMPLOYMENT SCREENINGS

36.1 The employer's duty of care to clients is acknowledged. This duty of care includes a need to ensure, during the selection process, that prospective employees do not pose a potential threat to clients of the health unit.

- 36.2 Information gathered by the employer must be relevant to a need to check and assess any such risk factors and must remain confidential to the health unit and to the individual prospective employees and not be provided to third parties. The prospective employee must be given access to information collected and an opportunity to respond.
- 36.3 The prospective employee's consent is to be obtained before seeking any such information.

#### 37. LEAD APRONS AND RELIEF BREAKS

- 37.1 Employees required to wear a lead apron or similar protective clothing during the course of their normal duties are to be provided with appropriate, light weight aprons or protective clothing.
- 37.2 Managers of employees required to wear lead aprons are required to undertake an assessment of the risks (within three months of approval of this Agreement) and implement a safe system of work; this is inclusive of, but not limited to, short relief breaks during or between cases, wherever practicable.
- 37.3 Within 12 months of approval of this Agreement, a joint DH/ANF task force will complete a review of the Occupational Health and Safety issues associated with wearing lead aprons. The review will include an occupational health & safety risk assessment and the development of best practice recommendations. Recommendations from the review will inform the development of provisions within the DH (SAHC Act and IMVS Act) Human Resources Manual.
- 37.4 Employees wearing lead aprons continuously for periods in excess of 6 hours in any one shift and without a rest break will be released from duty with pay for the remainder of the shift wherever practicable. Where an employee is not able to be released during the shift for a minimum of 2 hours, commencement by that employee of their next shift will be delayed by at least the equivalent of the number of hours continuously worked greater than 6 hours on the previous shift.

#### 38. HYPERBARIC ALLOWANCE

- 38.1 An employee who, during any week, is required to participate in a hyperbaric chamber treatment in the Hyperbaric Medicine Unit at the Royal Adelaide Hospital will be paid an allowance that week. This allowance, which will apply for the duration of this Agreement, is paid in recognition of the consequential limitations on employees' social and recreational activities.
- 38.2 The allowance will be paid as follows:
  - \$16.50 from the first full pay period on or after 1 October 2007;
  - \$17.00 from the first full pay period on or after 1 October 2008; and
  - \$17.65 from the first full pay period on or after 1 October 2009.
- 38.3 Eligibility to work in the Hyperbaric Medicine Unit, assessment of fitness for hyperbaric exposure, surface intervals, etc. will be applied as prescribed in the RAH Hyperbaric Medicine Unit Policy and Procedures Manual.

#### 39. UNIFORM ALLOWANCE

- 39.1 A uniform allowance is paid to full time employees where required to wear a distinctive uniform or item of clothing as follows:
  - \$4.05 per week from the first full pay period on or after 1 October 2007;
  - \$4.20 per week from the first full pay period on or after 1 October 2008; and
  - \$4.30 per week from the first full pay period on or after 1 October 2009.
- 39.2 This allowance is not payable where uniforms are provided free of cost to the employee.

#### 40. PERFORMANCE MANAGEMENT

40.1 Performance management of employees will be developed/maintained for all nursing staff during the life of this Agreement.

#### 41. OCCUPATIONAL HEALTH AND SAFETY RESPONSIBILITIES

- 41.1 In accordance with the *Occupational Health Safety & Welfare Act (1996)*, health units will ensure as far as is reasonable that all employees will be provided with a workplace environment, systems of work, plant and equipment and substances that minimise the risk of injury or illness while they are at work. The Department of Health and the Department for Families and Communities are committed to providing services to the community in an environment that is safe and non-threatening.
- 41.2 Health units will develop and implement over the life of the agreement, policies and procedures that match the needs of staff and those of the health unit, in accordance with the Department of Health "Clients who use Violence" Better Practice Guide or the needs of clients and staff within the Department for Families and Communities.
- 41.3 Anti-bullying policies and procedures equivalent to those adopted and implemented by the Department of Health will be developed and implemented/maintained during the life of the Agreement by health units that do not have equivalent policies and procedures in place.
- 41.4 Manual handling policies and procedures based on the Department of Health Manual Handling Guidelines will be developed and implemented/maintained during the life of the Agreement by health units that do not have equivalent policies and procedures in place.

#### 42. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

- 42.1 Any grievance, industrial dispute or matter likely to create a dispute is to be dealt with in accordance with the manner set out hereunder:
  - The parties to the Agreement are obliged to make every endeavour to facilitate the effective functioning of these procedures.
  - 42.1.2 The parties or their representative(s) will make themselves available for consultation as required under these procedures.
  - 42.1.3 The employee or employee representative should discuss any matter affecting an employee with the supervisor in charge of the section or sections in which the grievance, dispute or likely dispute exists.
  - 42.1.4 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to an appropriate manager who will arrange a conference to discuss the matter.
  - 42.1.5 The consultation process as described in 42.1.4 will be commenced within 24 hours of the grievance, dispute or likely dispute having been indicated, or within such longer or shorter time as may be agreed by the parties.
  - 42.1.6 If a matter cannot be resolved using the above procedures, the parties should enter into consultation at a higher level on both sides, as the parties consider appropriate. At this level of consultation officers of the Department of Health, Department for Families and Communities, and Public Sector Workforce Division as appropriate, may be involved.

- 42.1.7 At any stage in the procedures after consultation between the parties has taken place in accordance with the procedure, either party may request and be entitled to receive a response to its representations within a reasonable time as may be agreed upon by the parties.
- 42.1.8 If the grievance, dispute or likely dispute is not resolved in accordance with these procedures either party may refer the matter to the IRCSA.
- 42.1.9 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue on a status quo basis while the matters in dispute are being dealt with in accordance with these procedures. On a status quo basis will mean the work situation in place at the time the matter was first raised in accordance with these procedures.
- 42.1.10 If there is undue delay on the part of any party in responding to the matter creating a grievance, dispute or likely dispute, the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirable to do so.
- In the event of a party failing to observe these procedures the other party may take such steps as determined necessary to resolve the matter.
- 42.1.12 These procedures will not restrict the health unit or its representatives or its employees or representatives, which may be a duly authorised official of a Union, making representations to each other.

#### 43. NO EXTRA CLAIMS COMMITMENT

- 43.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 43.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 43.3 Subject to this clause, the employees, the ANF (SA Branch) and employer parties undertake not to pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with State Wage Case principles.

#### 44. RENEGOTIATION OF THE ENTERPRISE AGREEMENT

44.1 The parties to this Agreement agree that negotiations in respect of a new Agreement will commence no more than 4 months prior to the nominal expiry date.

#### 45. NOT TO BE USED AS A PRECEDENT

45.1 This Agreement is not to be used as a precedent in any manner whatsoever to obtain similar arrangements or benefits elsewhere in the South Australian Public Sector.

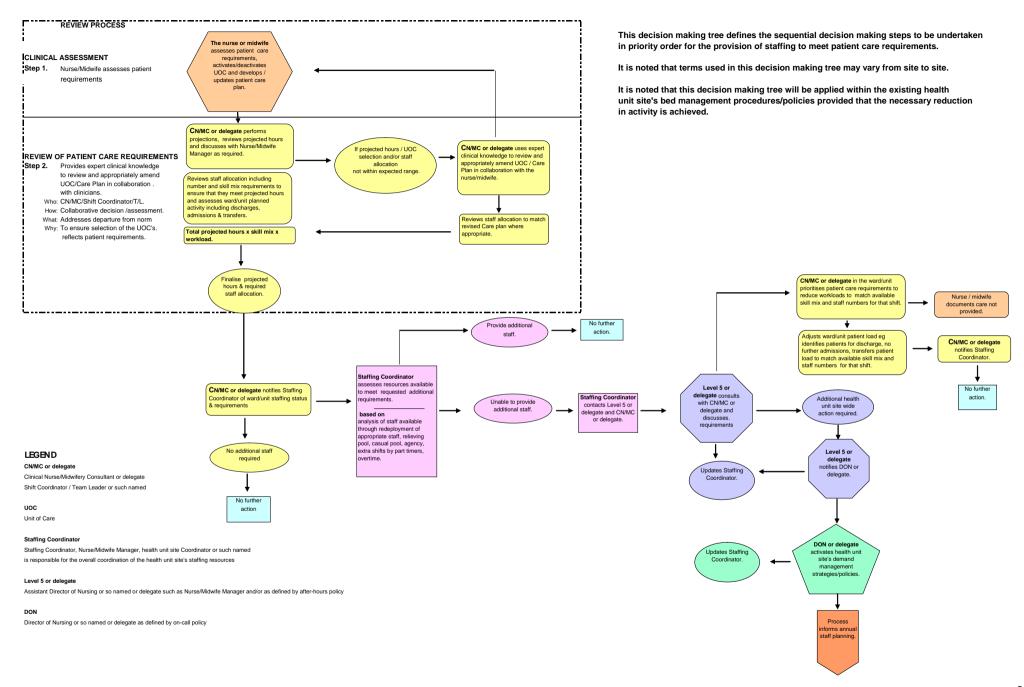
#### 46. SIGNATORIES TO THE AGREEMENT

	Date	
Chief Executive, Department of the Premier as the declared employer f	and Cabinet	
Witness	Dat	e
Chief Executive, Departme	Date nt of Health	
 Witness		Date
Chief Executive, Departme	Date Int for Families and Comn	nunities
Witness		Date
Branch Secretary Australian Nursing Federa	Date	
 Witness	Dat	e

# <u>APPENDIX 1 - STAFFING AND WORKLOADS – INPATIENT UNITS – STAFFING METHODOLOGIES</u>

Nursing and Midwifery Shift by Shift Staffing Requirements Decision Making Tree. Staffing Methodologies in Units other than Excelcare. Section 1:

Section 2:



Section 2: Staffing Methodologies in Units Other than Excelcare
Wards/Unit Staffing Methodology Comp

	Wards/Unit	Staffing Methodology	Comments
Repatriation General			
<u>Hospital</u>	Operating Theatre	ACORN Standards	
			The ARU is open from 0800 to 1700 7 days a week.
	Admission & Acute		SAAS presentations are not accepted outside of these
	Referral Unit	Week days	hours.
		0645 -1515 x 1 RN	
		0830 - 1700 x 1 RN	
		0800 - 1630 x 2 RN	
		1415 - 2245 x 2 RN	
		2230 - 0700 x 1 RN	
		Weekend	
		0645 - 1515 1 x RN	
		0830 - 1700 1 x RN	
		1030 -1900 1 x RN	
		1415 - 2245 1 x RN	
			Plus 1 team leader and 1 Equipment Nurse (0800 -1600
	ICU	Ratio 1:1 patient ventilated 1.5:1 patient	Mon -Fri) across ICU and HDU
	HDU	Ratio 1:2 patients, Ratio 1:1 for specials	
	Day surgery	Stage 1, ACORN standards	

#### SAHS

<u> </u>			
Noarlunga Health			
Service	Operating Theatre	ACORN Standards	
	Emergency Dept	Ratio 1:3 patients + 1 Triage Nurse + Nurse in	
		Charge + Site Liaison Nurse, night duty pro rata	
	Psych Ward	5 NHPPD open	
		13 NHPPD closed	
	Extended Emergency		
	Care Unit (EECU)	Ratio 1:6	
	0 . 112 . 11 . 11 .		
	Satellite Dialysis Unit	Ratio 1 to 4 chairs + Team Leader	

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and property assessment and evaluation

MTC 5J	11.89 NHPPD	
1170 71111		
` , ,	5.82 NHPPD	
Labour & Delivery Suite	Ratio 1:1, with Team Leader assist for birthing. HDU Patients @ 1:1 or 1:2 ratio	
Neonatal Unit +(High Dependency Unit)	NICU Ratio 1:1 Specials require 1:1 and include: Infants HFOV < 28 weeks for first 24 hours or until stable, infants requiring cooling therapy for HIE, Infants receiveing Nitric Oxide therapy, Infants in intensive care requiring surgery. Special Care High Dependency 1:3 Covalescent Care and low Dependency 1:4	
HDU	1:2 - 1:3	
Short Stay and Day Surgery Unit	Ratio 1:6 for short stay patients and 1:8 for day surgery.	A minimum of two staff is required at all times.
Critical Care Med Unit	1:1 patient care plus	
	1 x shift manager 1 x Medical Emergency, Equipment and Transport RN (MEET)	
	1 x Assistance, Coordination, Contingency, Education, Supervisions and Support (ACCESS) per 6 patients	
Cardiac Intensive Care Unit	Ratio 1:4 patients + supernumerary shift coordinator. A minimum of 3 staff required at all times.	High Dependency
Emergency Dept	Staffing 1:3 patients + 1 Triage Nurse+ Nurse in Charge + Resus Nurse + ACIS Nurse, night duty pro rata	
Operating Rooms	ACORN Standards	
	2 nurses in Angio suite, 2 nurses in Level 3 unit, 3	
	MTC 5H/K Ward 4G (Psych) Labour & Delivery Suite  Neonatal Unit +(High Dependency Unit)  HDU Short Stay and Day Surgery Unit Critical Care Med Unit  Cardiac Intensive Care Unit  Emergency Dept	MTC 5J  MTC 5H/K  Ward 4G (Psych)  Labour & Delivery Suite  Neonatal Unit +(High Dependency Unit)  NICU Ratio 1:1 Specials require 1:1 and include: Infants HFOV < 28 weeks for first 24 hours or until stable, infants requiring cooling therapy for HIE, Infants receiveing Nitric Oxide therapy, Infants in intensive care requiring surgery. Special Care High Dependency 1:3 Covalescent Care and low Dependency 1:4  HDU  1:2 - 1:3  Short Stay and Day Surgery Unit  Critical Care Med Unit  1:1 patient care plus 1 x shift manager 1 x Medical Emergency, Equipment and Transport RN (MEET) 1 x Assistance, Coordination, Contingency, Education, Supervisions and Support (ACCESS) per 6 patients  Cardiac Intensive Care Unit  Ratio 1:4 patients + supernumerary shift coordinator. A minimum of 3 staff required at all times.  Emergency Dept  Staffing 1:3 patients + 1 Triage Nurse+ Nurse in Charge + Resus Nurse + ACIS Nurse, night duty pro rata  Operating Rooms  ACORN Standards

	Wards/Unit	Staffing Methodology	Comments
CNAHS	Oncology (day stay)	Dependant on clinic numbers	
Lyell McEwin Health Service	Satellite Dialysis Centre	Ratio 1 to 3 chairs + TL Mon-Sat am shifts	(optimium staffing, currently employing to this number)
	Emergency Dept	Ratio 1:5 patients night shift  Ratio 1:3 patients + 1 Triage Nurse+ Nurse in Charge, night duty pro rata	Nurse in Charge is termed the Shift Coordinator. In addition the following are agreed at local and regional level: Triage assistant on every shift (2 at Triage in total), ED Liaison Nurse over 7 days on early shifts, ED Nurse Practitioners over 7 days (0800 - 2300), Clinical Initiative Nurse on late shifts over 7 days.
	Operating Theatre	ACORN Standards	
	Gastro Procedure Rm	Ratio 2 x procedure Rm + 1 x Recovery ( + EN used for cleaning scopes, available as 4th person if needed)	Gastroenterology Guidelines (GENSA guidelines) Note this has changed to the ACORN standards
	Cardic Care unit	Day shift, 3 staff per shift; Afternoon shift, 3 staff per shift; Night shift, 2 staff per shift	CCU is now staffed to Excelcare
	ICU	1:1 patient if ventilated, 1:2 patients if not	Australian College of Critical Care Nurses Staffing Standards

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and ongoing assessment and evaluation

Royal Adelaide Health Service	B4 (Cardio Thoracic) Emergency Dept	Ratio 1:1 Ratio 1:3 patients + 1 Triage Nurse + 1 ACIS Nurse	
		+ Nurse in Charge, night duty pro rata	
	EECU	Ratio 1:4	Ratio may vary due to patient complexity
	Operating Rooms	ACORN Standards	
	Intensive Care	Ratio 1:1 + 1 T/L per 6 patients	
	IC Stepdown Unit	Ratio 1:2 + 1 T/L	

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and ongoing assessment and evaluation

Hampstead Rehabilitation Centre	Brain Injury Unit	6.00 NHPPD	
Queen Elizabeth Hospial	Emergency Dept	Staffing 1:3 patients + 1 Triage Nurse + 1 Triage Assistant + Nurse in Charge + Site Liaison Nurse (early shift) night duty pro rata	Winter Plan - 1 additional Triage Assistant
	ICU	Ratio 1:1 + Shift Coordinator + Equipment Nurse (1 shift daily) + Resource nurse	Australian College of Critical Care Nurses Staffing Standards
	HDU	Ratio 1:2 + T/L	
	CCU	NHPPD 10.40 (Specials Bi-Pap & Intra Aortic Balloon Pump Ratio 1:1) and covers code blue/MET calls	Standard nursing pattern is for 5 staff am, 5 pm and 3 staff nights plus continuous nursing for IAPD and Bipap
	Operating Rooms	ACORN Standards	
	GE UNIT	Ratio 2 x procedure Rm + 3 x Recovery	Gastroenterology Guidelines (GENSA guidelines)
	Day Surgery Unit	ACORN Standards	
	MDA	1 to 3 chairs	Maint Dialysis Unit
	WSC	1 to 4 chairs plus TL each day usually the CNM	Wayville Satellite Centre
	Postnatal Dom Care	1 to 6 home/visits	No longer exists at TQEH

CNAHS MENTAL			
HEALTH SERVICES			
Lyell McEwin Health			
Services	1G (open)	4.79 NHPPD	1G divided into open and closed beds
	1G (HDU)	9.02 NHPPD	
Royal Adelaide			
Hospital	C3 (Psychiatric Ward)	5.11 NHPPD	Excelcare under review
The Queen Elizabeth			
Hospital	Crammond (Open)	4.74 NHPPD	Crammond divided into open and closed beds
	Crammond (HDU)	11.2 NHPPD	

	Wards/Unit	Staffing Methodology	Comments
Glenside Campus	Acacia	4.53 NHPPD	As per Industrial Agreement 1996
	Jacaranda	4.02 NHPPD	
	Downey West		Beds moved to Rosewood and RGH
	Rosewood	5.37 NHPPD	Changed name from Downey East
	Medical Centre		Beds moved to Rosewood and RGH
	Banfield (open)	5.4 NHPPD	Bandfield divided into open and closed beds
	Banfield (closed)	9.1 NHPPD	·
	Greenhill		Beds moved to Community
	Karingai	3.85 NHPPD	·
	Kurrajong	Unit de-commissioned	
	North Birches	3.02 NHPPD	
	The Glen	3.9 NHPPD	Named changed from North Glen
	Village Hostel	3.08 NHPPD	
	Eastwood Annex		Beds moved to The Glen
	Brentwood North		Beds moved to FMC Margaret Tobin Centre
	Brentwood	10.41 NHPPD	Name changed from Brentwood South
	R&R Inpatient	4.54 NHPPD	
	BSSU	Unit de-commissioned	
	JNH Aldgate	7.94 NHPPD	
	JNH Birdwood	8.10 NHPPD	
	JNH Clare	3.12 NHPPD	
	JNH Grove Closed	7.39 NHPPD	
	Cleland	5.66 NHPPD	
	B8	5.63 NHPPD	

CYWHS	Wards/Unit	Staffing Methodology	Comments
	Paed Short Stay Ward		
Women's and			
Childrens Hospital		Winter	
		AM 2.5 x RN/EN	
		PM 2.5 x RN/EN	
		ND 1 x RN	
		Summer	
		AM 2 x RN/EN	
		PM 2 x RN/EN ND 1 x RN	_
	Paed Emergency Dept	1:3 patients + 1 Triage Nurse + Nurse in Charge,	-
	Faed Efficigency Dept	night duty pro rata	
	Dom mid service	1.55 MHPPD (Early Shift)	MHPPD = (midwifery hours per patient day)
	Breast Feeding Unit	1.90 MHPPD (Early Shift)	(
	Ţ.	` ,	
		5.15 MHPPD	
	Post-natal	Early Shift 2.06 MHPPD	
		Late Shift 1.68 MHPPD	Eventory increasith we coulified behind
		Night Duty Shift 1.41 MHPPD	Excelcare issue with unqualified babies
		5.15 MHPPD	
	Antenatal/Gynae Ward	Early Shift 2.06 MHPPD	
		Late Shift 1.68 MHPPD	
		Night Duty Shift 1.41 MHPPD	Excelcare issue with unqualified babies
	Labour & Delivery Suite		Staffing also based on DH Operational Policy and
	& Women's HDU	L&D - Ratio 1:1 (24 MHPPD)	Guidelines and Standards for maternal and Neonatal
		HDU - Ratio 1:2 (12 MHPPD)	Services in SA 2007
	Birthing Centre	Ratio 1:1 (24 MHPPD)	as above
		1 RM for scheduled OPD visits	an above
		19.97 MHPPD	as above
	NICU	Early shift 6.66 MHPPD	
		Late Shift 6.66 MHPPD	
		Night Duty Shift 6.66 MHPPD	
		8.06 MHPPD	as above
	SCBU	Early shift 2.77 MHPPD Late Shift 2.36 MHPPD	
	(High Dependency)	Night Duty Shift 2.93 MHPPD	
	Neonatal Early	Night Duty Shift 2.95 Will I T D	
	Discharge (NED)	3.0 MHPPD (Early Shift)	
	Women's Outpatients	ore in a 2 (Zarry Crimity	
	Department	0.6 MH per occ of service	
	·	Staff as Emergency Department - 1:3 patients +	
Women's and	Women's Assessment	Triage Nurse + Nurse in Charge	
Childrens Hosptial	Service (WAS)		
	Medical Imaging		
	Angiography/Cardiology	ACORN standards	
	Fluroscopy		
	Nuclear Medicine	1 nurse per list per day	OH&S recommendations - 2 staff per list Requirement t
	Ultrasound/CT/MRI	1 nurse shared per list per day	wear lead for long periods
	Peadiatric Surgical	Thereo shared per list per day	wear read for forty periods
	Ambulatory Services		
	•	Ratio 1:6 (unless bay specials 1:4)	Use excelcare for care plans, but do not use it to projec
	Campbell		staffing. Open Monday morning to Saturday lunchtime.
	DOSA	3 staff early shift only	Open 0700 -1530
	DOOM	2 staff 1000 -1830 (additional 0800 - 1630 shift	Орен от 00 - 1000
		booked as numbers of patients require and to	
	Day Surgery	provide meal relief)	Open 0999 -1830
	Day Surgery		Орен 0000 1000
		Staff 1:2 during the day and 1:3 Night duty (does not	
	Helen Mayo House	include the babies that accompany the mother)	All 12 hr shifts
	Operating Rooms	ACORN Standards	

	Wards/Unit	Staffing Methodology	Comments
Julia Farr Services	Aged Care -	4.0 NHPRD (nursing hours per resident day)	
	H4B		
	H5A		
	H5B		
	Specialised Care -	6.0 NHPRD	
	H3A		
	H3B		
	H4A		
	Lifestyle		
	H8	4.0 NHPRD	H8 will close and clients move to H3A
			Highgate 3A will change from a behaviour ward to a
	H3A		lifestyle area with the clients from H8 moving to this

Port Augusta Hospital	Operating Theatre	ACORN Standards	
	Emergency Dept	Ratio 1:3 patients + Charge Nurse, night duty pro	
		rata	
	Renal Dialysis	AM 2RN + 1EN : 10 pts (Ratio 1:5 chairs)	
		PM 2RN: 8 patients (Ratio 1:4 chairs)	
	Labour & Delivery	Ratio 1:1	

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and ongoing assessment and evaluation

Port Pirie Regional			
Health Service	Operating Theatre	ACORN Standards	
	Casualty	Ratio 1:3 patients + Charge Nurse, night duty pro	
		rata	
	Labour & Delivery	Ratio 1:1	

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and ongoing assessment and evaluation

Whyalla Hospital	Operating Theatre	ACORN Standards	
	Emergency	Ratio 1:3 patients + Charge Nurse, night duty pro	
		rata	
	Labour & Delivery	Ratio 1:1	

Note: in Emergency Departments and Casualty 'patient' includes admitted patients awaiting for an in-patient bed or patients being provided with treatment and ongoing assessment and evaluation

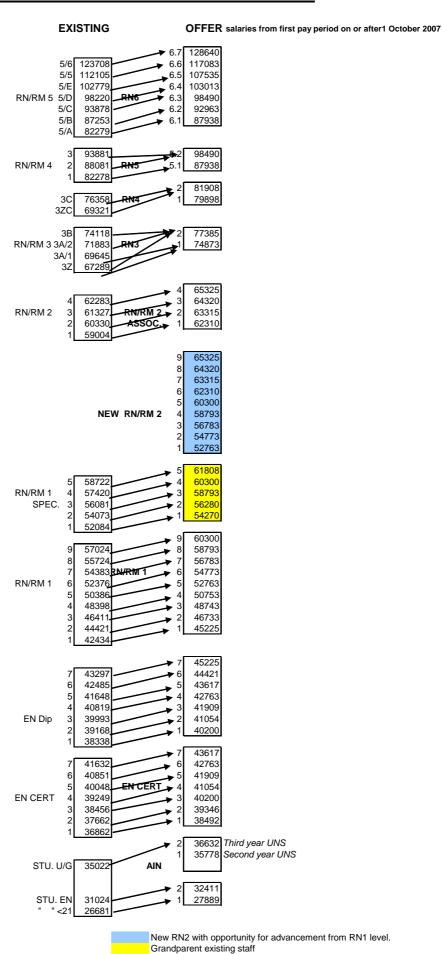
Mount Gambier			
<u>Hospital</u>	Operating Theatre	ACORN Standards	
	Emergency	Ratio 1:3 patients + Charge Nurse, night duty pro	
		rata	
	High Dependency Unit	12:00 x NHPPD	
		1:1 x ventilated pts	
	Labour & Delivery	Ratio 1:1	

#### <u>APPENDIX 2 - SKILL MIX IN COUNTRY INPATIENT UNITS</u>

	Ratio RN:EN
ANGASTON DISTRICT HOSPITAL	60:40
BALAKLAVA SOL MEM HOSPITAL	60:40
BORDERTOWN MEMORIAL HOSPITAL	70:30
BURRA BURRA HOSPITAL	60:40
CEDUNA HOSPITAL INC	70:30
CLARE DISTRICT HOSPITAL	70:30
CLEVE DISTRICT HOSPITAL	50:50
COOBER PEDY HOSPITAL	60:40
COWELL DISTRICT HOSPITAL	60:40
CUMMINS & DISTRICT MEMORIAL	60:40
EUDUNDA HOSPITAL	60:40
GAWLER HEALTH SERVICE	70:30
HAWKER MEMORIAL HOSPITAL	60:40
KANGAROO ISLAND GENERAL	60:40
KAPUNDA HOSPITAL	60:40
KAROONDA & DIST SOL MEMORIAL	70:30
KIMBA DISTRICT HOSP & HEALTH	60:40
KINGSTON SOL MEM HOSPITAL	60:40
LAMEROO DISTRICT HOSPITAL	60:40
LEIGH CREEK HOSPITAL	50:50
LOXTON HOSPITAL COMPLEX	70:30
MANNUM DISTRICT HOSPITAL	50:50
MENINGIE & DISTRICT MEMORIAL	60:40
MID NORTH HEALTH (BOOLEROO)	60:40
MID NORTH HEALTH (JAMESTOWN)	50:50
MID NORTH HEALTH (ORROROO)	60:40
MID NORTH HEALTH (PETERBOROUGH)	60:40
MID-WEST HEALTH SERVICE	50:50
MILLICENT & DISTRICT HOSPITAL	70:30
MT BARKER DISTRICT SOLDIERS'	70:30
MT GAMBIER & DISTRICTS	70:30
MURRAY BRIDGE SOL MEM HEALTH	60:40
NARACOORTE HEALTH SERVICE	70:30
NTHN ADELAIDE HILLS HEALTH	50:50
NTHN YORKE PEN REGIONAL	50:50
OODNADATTA HOSP & HEALTH	100:0
PENOLA WAR MEMORIAL HOSPITAL	60:40
PINNAROO SOL MEM HOSPITAL	60:40
PT AUGUSTA HOSPITAL	70:30
PT BROUGHTON DIST HOSPITAL	60:40
PT LINCOLN HEALTH SERVICE	70:30
PT PIRIE REGIONAL HEALTH	70:30
QUORN & DISTRICT MEMORIAL	60:40
RENMARK & PARINGA DISTRICT	70:30
RIVERLAND REGIONAL HOSPITAL	70:30
RIVERTON DISTRICT SOL MEMORIAL	50:50
ROXBY DOWNS HEALTH CENTRE	60:40
SNOWTOWN MEMORIAL HOSPITAL	50:50
SOUTH COAST DISTRICT HOSPITAL	70:30

SOUTHERN FLINDERS HEALTH (CRYSTAL BROOK)	60:40
SOUTHERN FLINDERS HEALTH (LAURA)	60:40
SOUTHERN YORKE PENIN HEALTH	60:40
STRATHALBYN & DIST SOLDIERS'	60:40
TAILEM BEND DISTRICT HOSPITAL	60:40
TANUNDA WAR MEMORIAL HOSPITAL	70:30
TUMBY BAY HOSPITAL	50:50
WAIKERIE HOSPITAL & HEALTH	60:40
WHYALLA HOSPITAL & HEALTH	70:30
WOOMERA HOSPITAL	60:40
YORK PENINSULA HEALTH (YORKETOWN)	60:40
YORK PENINSULA HEALTH (MAITLAND)	50:50

# **APPENDIX 3 - NURSING AND MIDWIFERY SALARY STRUCTURE**



# **Classification and Salaries**

From the beginning of the first pay period to commence on or after:

Classification (under revised career structure)	Increment	1/10/2007	1/03/2008	1/10/2008	1/10/2009
Student in Enrolled Nursing	Under 21 21 +	27889 32411		29005 33707	30310 35224
Assistant in Nursing	2nd year Undergraduate Nursing Student	35778		37209	38884
	3rd year Undergraduate Nursing				
	Student	36632		38097	39812
Enrolled Nurse (Certificate)	pay point 1 pay point 2 pay point 3 pay point 4 pay point 5 pay point 6 pay point 7	38492 39346 40200 41054 41909 42763 43617		40032 40920 41808 42696 43585 44474 45362	41833 42761 43689 44617 45547 46475 47403
Enrolled Nurse (Diploma)	pay point 1 pay point 2 pay point 3 pay point 4 pay point 5 pay point 6 pay point 7	40200 41054 41909 42763 43617 44421 45225		41808 42696 43585 44474 45362 46198 47034	43689 44617 45547 46475 47403 48277 49151
Registered Nurse/Midwife (Level 1)	1st increment 2nd increment 3rd increment 4th increment 5th increment 6th increment 7th increment 8th increment 9th increment	45225 46733 48743 50753 52763 54773 56783 58793 60300		47034 48602 50693 52783 54874 56964 59054 61145 62712	49151 50789 52974 55158 57343 59527 61712 63896 65534
Nurse Specialist	1st increment 2nd increment 3rd increment 4th increment 5th increment	54270 56280 58793 60300 61808		56441 58531 61145 62712 64280	58981 61165 63896 65534 67173

Clinical Nurse/Midwife (Level 2)  (operative from first pay period to commence after 1 March 2008)	1st increment 2nd increment 3rd increment 4th increment 5th increment 6th increment 7th increment 8th increment 9th increment		52763 54773 56783 58793 60300 62310 63315 64320 65325	54874 56964 59054 61145 62712 64802 65848 66893 67938	57343 59527 61712 63896 65534 67719 68811 69903 70995
Associate Clinical Service Coordinator (Level 2)	1st increment 2nd increment 3rd increment 4th increment	62310 63315 64320 65325		64802 65848 66893 67938	67719 68811 69903 70995
Nurse/Midwife Clinical Service Coordinator/Clinical Practice Consultant/Education Facilitator/Management Facilitator (Level 3)	1st increment 2nd increment	74873 77385		77868 80480	81372 84102
Nurse/Midwife Clinical Service Coordinator/Clinical Practice Consultant/Education Facilitator/Management Facilitator (Level 4)	1st increment 2nd increment	79898 81908		83094 85184	86833 89018
Nursing/Midwifery Director (Level 5)	5.1 5.2	87938 98490		91456 102430	95571 107039
Director of Nursing/Midwifery (Level 6)	6.1 6.2 6.3 6.4 6.5 6.6 6.7	87938 92963 98490 103013 107535 117083 128640		91456 96682 102430 107134 111836 121766 133786	95571 101032 107039 111955 116869 127246 139806

# **APPENDIX 4 - CAREER STRUCTURE**

#### **Assistant in Nursing (AIN):**

Assistant's in Nursing will be enrolled as a student in an undergraduate program in nursing or midwifery and have completed any training required by the employer relevant to the safe and competent performance of work at this level.

Employees at this level, work at all times under supervision by a Registered Nurse/Midwife and their work may be overseen by an Enrolled Nurse within a care team.

Employees in these roles will undertake all or some of the following:

- Assistance to nurses/midwives in routine tasks with patients/clients associated with the activities
  of daily living;
- Routine technical support functions at the level of setting up for nursing procedures, cleaning equipment and managing local stock levels;
- Verbal and written communication related to routine work activities;
- Contributing to the maintenance of a physically and culturally safe environment for patients and staff:
- Participation in quality improvement activities.

#### **Student in Enrolled Nursing:**

Student in Enrolled Nursing means a person (who may or may not be engaged as a Student trainee under the terms of a contract of training) who is employed on the basis that the person is, or will be, undertaking a course approved by the Registration Authority for the preparation of Enrolled Nurses.

Employees at this level, work at all times under supervision by a Registered Nurse/Midwife and their work may be overseen by an Enrolled Nurse within a care team.

Employees in these roles will undertake all or some of the following:

- Assistance to nurses/midwives in routine tasks with patients/clients associated with the activities
  of daily living;
- Routine technical support functions at the level of setting up for nursing procedures, cleaning equipment and managing local stock levels:
- Verbal and written communication related to routine work activities:
- Contributing to the maintenance of a physically and culturally safe environment for patients and staff:
- Participation in quality improvement activities;
- Such nursing care and procedures that assist them in their learning capacity to develop the competencies required to achieve the qualification in which they are enrolled.

#### **Enrolled Nurse:**

Refer to clause 1.6.13 of the Nurses (SA Public Sector) Award 2002.

# **ENROLLED NURSE WITH CERTIFICATE QUALIFICATION - PAY POINT 7**

## Progression

- There is no automatic progression from Pay Point 6 to Pay Point 7.
- An enrolled nurse may progress from the new Pay Point 6 to the new Pay Point 7 on successful completion of 80 nominal hours of structured education in a module/modules relevant to the EN practice setting. Structured education may be delivered through classroom or distance modules and includes assessment, which ensures the competencies/objectives of the module have been met. Examples of such modules include: Orthopaedics, Advanced Skills Nursing for Activities for Daily Living, Continence Management, Introduction to Mental Health, Care of the Aged in Acute Setting, Rehabilitation etc.
- On application for progression to pay point 7, evidence of successful completion includes copies
  of certificates etc or confirmation from the course coordinator/institution etc that the employee
  was enrolled/attended/assessed and successfully completed the course requirements.
- The 80 nominal hours may consist of a number of separate courses of less than 80 hours (with a minimum of 16 hours duration) but relating to a common area of practice (and in total at least 80 hours) and with demonstration of assessment and completion components for each course.
- Mandatory training courses are not eligible for inclusion as part of the 80 nominal hours.

#### Registered Nurse/Midwife (Level 1):

Employees classified at this level provide nursing and/or midwifery services in primary health, secondary, tertiary or quaternary service settings. Roles within this level consolidate knowledge and skills and develop in capability through continuous professional development and experience. An employee at this level accepts accountability for own standards of nursing/midwifery care and for activities delegated to others.

Employees in these roles will, with increasing capability:

- Provide direct nursing/midwifery care and/or individual case management to patients/clients on a shift by shift basis in a defined clinical area:
- Assess individual patient/client needs, plan and implement or coordinate appropriate service delivery from a range of accepted options;
- Provide health education, counselling and rehabilitation programs to improve the health outcomes of individual patients/clients or groups;
- Plan and coordinate services with other disciplines or agencies in providing individual's health care needs;
- Participate in quality assurance and/or evaluative research activities within practice setting;
- Contribute to patient safety, risk minimisation and safe work activities within the practice setting;
- Use foundation theoretical knowledge and evidence based guidelines and apply these to a range
  of activities to achieve agreed patient care outcomes;
- Practice as a Registered Nurse within a nursing model established to support patient/client centred care or, as a Registered Midwife work in partnership with women respecting and supporting their right to self determination in the life processes of pregnancy, birthing and parenthood;
- Contribute to procedures for effectively dealing with people exhibiting challenging behaviours;
- Review decisions, assessments and recommendations from less experienced Registered Nurses/Registered Midwives and Enrolled Nurses and students;
- Provide support and guidance to newer or less experienced staff, Enrolled Nurses student nurses and other workers providing basic nursing care;
- Support nursing/midwifery practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of graduates;
- Continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

#### Clinical Nurse/Midwife (Level 2):

Employees classified at this level provide advanced nursing and/or midwifery services in primary health, secondary, tertiary or quaternary service settings. The activities required of roles at this level are predominantly clinical in nature. Work at this level is undertaken by employees with at least 3 years post registration experience. An employee at this level accepts accountability for own practice standards, activities delegated to others and the guidance and development of less experienced staff.

## Employees in these roles will:

- Provide proficient clinical nursing/midwifery care and/or individual case management to patients/clients in a defined clinical area;
- Assess patients/clients needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care;
- Oversee the provision of nursing/midwifery care within a team or unit;
- Provide health education, counselling and rehabilitation programs to improve the health outcomes of individual patients/clients or groups;
- Plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs;
- Monitor client care plans and participate in clinical auditing and/or evaluative research to ensure appropriate patient care outcomes are achieved on a daily basis;
- Demonstrate and promote a risk minimisation approach to practice and support implementation and maintenance of systems to protect patients and staff;

- Integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed patient care outcomes;
- Work within and promote a nursing model of client centred care or midwifery model of partnership and support for women's right to self determination in life processes;
- Act to resolve local and/or immediate nursing care or service delivery problems;
- Support change management processes;
- Contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts;
- Work within a local nursing/midwifery leadership team to attain consistency of nursing/midwifery practice standards and local service outcomes;
- Participate in clinical teaching, overseeing learning experiences, and goal setting for students, new staff and staff with less experience;
- Act as a resource person within an area based on knowledge, experience and skills;
- Manage own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

In addition to the foregoing the employee may:

- Be required to participate in and/or provide clinical teaching and/or research;
- Be required to contribute to a wider or external area team working on complex or organisation wide projects such as clinical protocols, guidelines, process mapping;
- Be required to undertake a specific activity and/or portfolio to support the practice area/Health Unit;
- Be required, within pre-determined guidelines, and in a multi multidisciplinary primary health care setting, to assess clients, select and implement different therapeutic interventions and/or support programs and evaluate client progress.

# **Associate Clinical Service Coordinator (Level 2):**

In the course of fulfilling the role of Clinical Nurse/Midwife, the Associate Clinical Service Coordinator role provides specific support to the Nursing/Midwifery Clinical Service Coordinator role in the leadership of nurses/midwives in the unit. Associate Clinical Service Coordinators must be appointed through a merit based selection process.

Within the requirements of the Clinical Nurse/Midwife role, employees in these roles will undertake an Associate Coordinator portfolio within which they will:

- Promote continuity and consistency of care in collaboration with other Associate Clinical Service Coordinators and the Clinical Service Coordinator of the ward/unit;
- Assist the Nursing/Midwifery Clinical Service Coordinator in ongoing communication and implementation of practice changes;
- Assist the Nursing/Midwifery Clinical Service Coordinator to maintain and record monitoring and evaluative research activities in the ward/unit;
- Assist the Nursing/Midwifery Clinical Service Coordinator and Nursing/Midwifery Educators to maintain a learning culture by encouraging reflection and professional development and assisting others to maintain portfolios/records of learning, and
- May be required to assist the Nursing/Midwifery Clinical Service Coordinator in undertaking performance management processes and/or rostering and/or oversight of supplies and/or equipment.

# Nurse/Midwife Clinical Service Coordinator (Level 3):

Employees classified at this level use their clinical knowledge and experience to provide the pivotal coordination of patient/client care delivery in a defined ward/unit/value stream or program within a Health Unit/Community Service. The main focus of this role is the line management, coordination and leadership of nursing/midwifery team activities to achieve continuity and quality of patient/client care. Work at this level is undertaken by employees with at least 3 years post registration experience. Employees in this role accept accountability for the outcomes of nursing/midwifery practices in the specific practice setting, for addressing inconsistencies between practice and policy; and for developing team performance and a positive work culture in the interest of patient/client outcomes.

Various practice models may be adopted by health services to enact this role, including but not limited to:

- Primarily leading a patient care area/nursing/midwifery clinical practice/service team;
- Undertaking a combination of patient care area/ team leadership and resource management;

#### All employees in these roles will:

- Coordinate and oversee nursing/midwifery care and health service delivery for a specified ward/unit/value stream or program;
- Lead the nursing/midwifery team within the professional practice framework established by the Director of Nursing;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Develop and maintain a learning environment, taking a coaching approach to team development, individual capability development and performance management;
- Implement and co-ordinate within span of control, processes for quality improvement and continuity within corporate risk management and nursing/midwifery professional practice frameworks;
- Use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- Implement local processes to operationalise the corporate risk management framework including investigating complaints, incidents and accidents;
- Change local processes and practices in accordance with emerging service needs, care evaluation results, identified imminent systems problems, and coordination of local activities with corporate systems;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role.

In addition to the foregoing, employees in practice models combining patient care area team leadership and resource management will:

- Undertake and/or oversee local resource management within a corporate administrative framework including some or all of the following within their defined ward/unit/value stream or program:
  - Recruitment, staffing, leave management; rostering, work allocation and attendance management;
  - Financial and supplies planning and monitoring.

#### **Nurse/Midwife Clinical Practice Consultant (Level 3):**

Employees classified at this level provide clinical nursing/midwifery expertise for specified individual patients/clients and/or groups and/or patient/client populations. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of nursing/midwifery practices for the specific client group and for addressing inconsistencies between practice and policy.

Various practice models may be used to enact this role, including but not limited to:

- Primarily providing direct expert nursing/midwifery care for an individual or group of patients/clients,
- Providing clinical leadership to nurses/midwives.

#### All employees in this role will:

• Integrate contemporary information and evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;

- Apply and share expert clinical knowledge to improve patient/client care;
- Contribute specific expertise to nursing/midwifery practice through clinical protocol and standards development;
- Maintain productive working relationships and manage conflict resolution;
- Contribute clinical expertise to learning environments, which may include individual/team capability development and/or post registration clinical teaching;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role.

In addition to the common role requirements above, employees in practice models primarily providing expert care will:

- Provide expert clinical nursing/midwifery care and interventions and/or individual case management to a defined population of patients/clients;
- Undertake the nursing/midwifery care role with a significant degree of independent clinical decision making in the area of personal expertise;
- Be required in a multi multidisciplinary primary health care setting, to apply nursing/midwifery expertise to assess clients, select and implement different therapeutic interventions and/or support programs and evaluate client progress.

In addition to the common role requirements above, employees in clinical leadership practice models will:

- Lead nursing/midwifery clinical practice within the professional practice framework established by the Director of Nursing;
- Contribute expert nursing/midwifery assessment and advice to local clinical teams to achieve integrated nursing/midwifery care within a risk management framework;
- Contribute to the development and sustainability of nursing/midwifery skills for the needs of the specific population group using systems of resource and standards promulgation;
- Contribute specific expertise to monitoring and evaluative research activities in order to improve nursing or midwifery practice and service delivery.

#### Nurse/Midwife Education Facilitator (Level 3):

Employees classified at this level use their clinical knowledge and experience to provide corporate support services to nursing/midwifery practice in areas such as provision of learning experiences, educational materials, knowledge access systems, and expertise to support clinicians undertaking local teaching. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of nursing/midwifery education practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes.

Various practice models may be used to enact this role, including but not limited to:

- Providing education and training support to a specific group of wards/units/ community programs and/or specific nurses/midwives;
- Providing education support in a specific education and/or training portfolio.

## Employees in these roles will:

- Provide and/or coordinate educational support within the organisation's professional practice, education and administrative frameworks;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Contribute to the review and management of education/training programs to ensure the achievement of outcome standards and key performance indicators;
- Undertake and/or oversee teaching sessions to designated student populations;
- Undertake and/or oversee assessment processes for designated student populations;

- Contribute to capability development requirements identified within performance development and succession planning activities;
- Contribute to competency improvement requirements identified within performance management activities:
- Provide education support for change processes, risk management practices and service improvement activities;
- Contribute to the support of undergraduate and post graduate students in clinical placements as appropriate;
- Collaborate with Clinical Service Coordinators to co-ordinate teaching and learning processes and achieve planned outcomes;
- Maintain productive working relationships and manage conflict resolution;
- Contribute to the promulgation of information regarding current developments in nursing and midwifery;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role;

In addition to the foregoing, employees with portfolio responsibilities will:

- Teach and/or assess specific post-graduate/university course topics in area of own expertise;
- Undertake or oversee short term clinical and/or education research projects.

# **Nurse/Midwife Management Facilitator (Level 3):**

Employees classified at this level use their clinical knowledge and experience to provide corporate support services to nursing/midwifery practice and services in areas such as staffing methodologies, recruitment and selection, human resource management, financial administration, bed and resource management, accreditation and risk management processes and information systems management. Work at this level is undertaken by employees with at least 3 years post registration experience.

Employees in this role accept accountability for the outcomes of nursing/midwifery management practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes. Individual employees accept accountability for their specific span of control or allocated portfolio.

Various practice models may be used to enact this role, including but not limited to:

- Providing management support to a specific span of wards/units/programs:
- Providing management support in a specific work portfolio/s.

# All employees in these roles will:

- Provide corporate support to nursing practice and services within the professional practice framework established by the Director of Nursing;
- Integrate corporate and local unit/ward/program human and material resource management in collaboration with Clinical Services Coordinators;
- Integrate corporate and local service coordination to achieve continuity of patient/clients services;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Implement and co-ordinate processes for quality improvement and service continuity within corporate risk management and nursing/midwifery professional practice frameworks;
- Use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- Contribute to the development of, implement, and monitor corporate policies and processes;
- Change processes and practices in accordance with emerging management needs, evaluation results and imminent systems problems;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications, learning and practice experience that underpin a demonstrable application of knowledge and skills commensurate with the level and type of practice expected of the role.

In addition to the foregoing, employees with portfolio responsibilities will:

- Undertake the work of the portfolio within the corporate administrative framework and delegations of responsibility;
- Where required by the organisation, provide "after hours" oversight and management of the activities of the health service including staff allocation, implementation of disaster response and recalling staff as required.

#### Advanced Nurse/Midwife Clinical Service Coordinator (Level 4):

Employees classified at this level provide the pivotal co-ordination of patient/client care delivery in a defined ward/unit/value stream or program within a Health Unit/Community Service. The main focus of this role is the line management, coordination and leadership of the nursing/midwifery team activities, including where relevant, such local resource management as to achieve continuity and quality of patient/client care.

Employees in this role accept accountability for the outcomes of nursing/midwifery practices in the specific practice setting, for addressing inconsistencies between practice and policy; and for developing team performance within positive work cultures in the interest of patient/client outcomes.

Various practice models may be used to enact this role, including but not limited to:

- Primarily leading a patient care area nursing/midwifery practice/service team;
- Undertaking a combination of patient care area nursing/midwifery team leadership and resource management.

# Employees in this role will:

- Manage, oversee and advise on nursing/midwifery care and health service delivery for a specified service delivery area which is (by number of patients and/or by clinical complexity or breadth) demonstrably beyond the usual range for that practice setting, OR
- Manage, oversee and advise on nursing/midwifery care and health service delivery for a specified service delivery area which is demonstrably more professionally isolated than the usual range; OR
- Lead a nursing/midwifery and/or multi-disciplinary team, which is (by direct reports and/or span of control or multiple operational links) demonstrably beyond the usual range;
- Initiate, implement and co-ordinate processes within span of control, for quality improvement and continuity within corporate risk management and nursing/midwifery professional practice frameworks;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Develop and maintain a learning environment, taking a coaching approach to team development, individual capability development and performance management;
- Use available information systems to inform decision making, evaluate outcomes and convey information to staff;
- Implement local processes to operationalise the corporate risk management framework including investigating complaints, incidents and accidents;
- Change local processes and practices in accordance with emerging service needs, care evaluation results, identified imminent systems problems, and coordination of local activities with corporate systems;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role;

#### Employees in this role may be required to:

• Undertake a formal support/advisor role to Clinical Service Coordinators in relation to an area of expertise in service co-ordination;

- Implementing important and/or influential systems used beyond own area of service coordination;
- Initiate, conduct, implement and/or guide a major research or systems development portfolio relevant to improved service outcomes and beyond the scope of the Clinical Service Coordination role:
- Undertake and/or oversee, within their span of control, some or all local resource management within the corporate administrative framework;
- Act as a consultant to the state or national health system in area of expertise;
- Present at conferences, undertake post graduate teaching and assessment and/or publish in refereed professional journals.

# Advanced Nurse/Midwife Clinical Practice Consultant or Nurse Practitioner (Level 4):

Employees classified at this level provide clinical nursing/midwifery expertise for specified individual patients/clients and/or groups and/or patient/client populations.

Level 4 clinicians may practice beyond the usual extent of nursing/midwifery scope of practice and are autonomous clinical decision makers, working independently and collaboratively in the health care system. Employees in this role accept accountability for their nursing/midwifery practice; professional advice given, delegations of care made and for addressing inconsistencies between practice and policy.

Various practice models may be used to enact this role, including but not limited to:

- Primarily providing direct expert nursing/midwifery care for individuals and/or groups of patients/clients;
- Providing clinical leadership to nurses/midwives within the span of appointment.

# Employees in this role will:

- Integrate contemporary information and evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Apply and share expert clinical knowledge to improve patient/client care;
- Maintain productive working relationships and manage conflict resolution;
- Contribute clinical expertise to learning environments, which may include individual/team capability development and/or post registration clinical teaching;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role.

In addition to the foregoing, the employee in this role exhibits a substantial proportion of the following characteristics according to the model in which they practice.

In a patient management role and in accordance with the context, patient need, and any required authorisation, may be required to:

- Comprehensively assess health status including history and physical examination;
- Initiate and interpret diagnostic pathology and/or radiology;
- Initiate interventional therapies, medications and use of health appliances or equipment;
- Clinically manage clients either directly or by delegation;
- Communicate patient management plans to all relevant members of the health care team, including general practitioners;
- Admit and discharge from inpatient and/or clinic settings;
- Practice extensions of the nursing/midwifery role in accordance with local clinical and/or admitting privileges, agreements, practice guidelines and/or protocols and State and Federal legislation and regulatory requirements;
- The role may be sessional in combination with clinical practice responsibilities.

In a clinical leadership role and in accordance with the context and patient need, may be required to:

• Lead nursing/midwifery clinical practice within the professional practice framework established by the Director of Nursing;

- Contribute expert nursing/midwifery assessment and advice to local clinical teams to achieve integrated nursing/midwifery care within a risk management framework;
- Contribute to the development and sustainability of nursing/midwifery skills for the needs of the specific population group using systems of resource and standards promulgation;
- Contribute to redesign of care and treatment practices;
- Contribute to clinical supervision and/or practice development;
- Conduct and/or guide clinical research;
- Act as a consultant to the state or national health system in area of expertise;
- Present at conferences and undertake post graduate teaching and assessment and/or publish in refereed professional journals.

## **Advanced Nurse/Midwife Education Facilitator (Level 4):**

Employees classified at this level use their clinical knowledge and experience to provide a corporate support service to nursing/midwifery practice in areas such as the provision and oversight of a range of education, training, learning experiences and materials. Employees in this role accept accountability for the outcomes of nursing/midwifery education practices, for addressing inconsistencies between practice and policy; and for contributing to a safe and positive work culture in the interest of patient/client outcomes

Various practice models may be used to enact this role, including but not limited to:

- Leading a course/program team in education and training provision;
- Leading a specific portfolio/project within education and training provision;
- Undertaking a primarily academic and research role.

#### Employees in this role will:

- Provide, oversee and advise on education services, which are (by number of students and/or by educational complexity or breadth) demonstrably beyond the usual range;
- Lead a nursing/midwifery and/or multi-disciplinary team of educators and/or trainers in the initiation, coordination, implementation and evaluation of a formal education program for a designated student group;
- Initiate, develop and implement educational and/or clinical protocols/standards, harm minimisation strategies and quality benchmarks;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Contribute to the review and management of education/training programs to ensure the achievement of outcome standards and key performance indicators;
- Undertake and/or oversee teaching sessions and/or assessment processes to designated student populations;
- Contribute to capability development requirements identified within performance development and succession planning activities;
- Contribute to competency improvement requirements identified within performance management activities;
- Provide education support for change processes, risk management practices and service improvement activities;
- Contribute to the support of undergraduate and post graduate students in clinical placements as appropriate;
- Collaborate with Clinical Service Coordinators and Clinical Practice Consultants to co-ordinate teaching and learning processes and achieve planned outcomes;
- Maintain productive working relationships and manage conflict resolution;
- Mentor and coach Education Facilitators in relation to an area of expertise:
- Initiate, conduct and/or guide research within an area of education practice;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role.

Employees in this role may be required to:

- Undertake a formal academic role as a major component of role;
- Undertake a formal research coordinator role as a major component of role:
- Act as a consultant to the state or national health system in area of expertise;
- Directly undertake and/or be accountable for a major research or evaluative project beyond the scope of the usual Education Facilitator role;
- Lead development of new or innovative courses/programs, and/or curriculum development, which
  meet the emergent requirements of the health sector and are beyond the scope of the usual
  Education Facilitator role:
- Lead development of new or innovative education delivery, instructional design programs and/or knowledge access mechanisms to address the emergent requirements of the health and education sectors;
- Present at conferences and/or publish in refereed professional journals.

# Advanced Nurse/Midwife Management Facilitator (Level 4):

Employees classified at this level use their clinical knowledge and experience to provide a corporate support service to nursing/midwifery practice and services in areas such as staffing methodologies, recruitment and selection, human resource management, financial administration, bed and resource management, accreditation and risk management processes and information systems management.

Employees in this role accept accountability for the outcomes of nursing/midwifery management practices, for addressing inconsistencies between practice and policy, and for developing corporate team performance within a positive work culture in the interest of patient/client outcomes.

Various practice models may be used to enact this role, including but not limited to:

- Providing management support to a specific span of wards/units/programs;
- Providing management support in a specific work portfolio/s.

#### Employees in this role will:

- Provide, oversee and advise on corporate management and systems services that are by complexity or breadth, demonstrably beyond the usual range; OR
- Lead a team and/or accept accountability for a major administrative portfolio demonstrably beyond the usual range; OR
- Initiate and lead projects of significant scope and complexity such as capital works developments or major systems changes;
- Integrate corporate and local unit/ward/program human and material resource management in collaboration with Clinical Services Coordinators;
- Integrate corporate and local service coordination to achieve continuity of patient/clients services;
- Integrate contemporary information and research evidence with personal experience to support the decision making, innovative thinking and objective analysis that are expected at this level;
- Maintain productive working relationships and manage conflict resolution;
- Use and develop or make significant adaptation to clinical and/or management information systems;
- Develop customised Key Performance Indicators and/or outcomes measurement models that influence organisation wide reporting processes;
- Directly undertake and/or oversee a major research or evaluative project beyond the scope of the usual Management Facilitator role;
- Identify the need for, lead implementation of, and evaluate changes in organisational processes and practices in response to emerging service and workforce needs;
- Hold a contemporary professional practice portfolio containing evidence of postgraduate qualifications and learning and practice experiences that underpin a demonstrable application of knowledge and skills commensurate with the level of autonomy, decision making authority and influence of recommendations expected of the role.

#### Employees in this role may be required to:

• Undertake the work of a portfolio beyond the usual range for the setting, within the corporate administrative framework and delegations of responsibility;

- Where required by the organisation, provide "after hours" oversight and management of the activities of the health service including staff allocation, implementation of disaster response and recalling staff beyond the usual range of responsibility;
- Provide a support/advisor role to other Management Facilitators:
- Act as a consultant to the state or national health system in area of expertise;
- Present at conferences and/or publish in refereed professional journals.

# **Corporate Nursing: – Nursing or Midwifery Director (Level 5.1)**

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for nursing/midwifery services for a specified Division or Function in a General or Specialist Hospital or a Community Service. These roles balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the effective implementation of corporate systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

## Employees in this role will typically:

- Provide corporate professional nursing/midwifery advice, leadership, and management for a specified Service or Division with less than the equivalent in-hospital and out-of-hospital activity of 35 beds and/or less than 100 nursing/midwifery staff;
- Provide professional nursing/midwifery advice and leadership to less than 5 direct reports at Level 3 and/or 4;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs within span of control;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Contribute to and implement the corporate nursing/midwifery professional practice framework established by the Director of Nursing/Midwifery;
- Implement the corporate administrative and risk management frameworks within span of responsibility;
- Contribute to financial budgeting and management within a culture of due diligence;
- Guide the use of information systems to inform decision making, and manage practice;
- Oversee human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.

# **Corporate Nursing: – Nursing or Midwifery Director (Level 5.2)**

Employees classified at this level use their clinical knowledge and experience to provide strategic and operational leadership, governance, and direction for nursing/midwifery services for a specified Division and/or Function in a General, Specialised, or Tertiary Hospital and/or corporate leadership in nursing or midwifery Clinical Practice. These roles balance and integrate strategic and operational perspectives within a specified span of appointment.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the development and effectiveness of systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments, and the cost effective provision of health services within their span of appointment.

All employees in this role will:

- Provide corporate professional nursing/midwifery advice, leadership, and management for a specified service division or function; OR
- Provide corporate professional nursing/midwifery advice and leadership to a specified group of nurses/midwives;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs within span of control;
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role.

Employees in the role of Service Division and/or Functional Service Nursing or Midwifery Director will typically:

- Provide corporate management of nursing/midwifery services for a specified Nursing/Midwifery Division in a Health Care Unit; or
- Provide corporate management of specified functional services within a Health Unit or Community Service;
- Contribute to and implement the corporate nursing/midwifery professional practice framework established by the Director of Nursing/Midwifery;
- Implement the corporate administrative and risk management frameworks within frame of responsibility;
- Undertake financial budgeting and management within a culture of due diligence;
- Develop and guide the use of information systems to inform decision making, and manage practice;
- Oversee human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports:
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Provide strategic leadership for innovation, change processes, and coordinated responses to emerging service and workforce needs within span of control;
- May be required to manage or oversee an organisational portfolio or long term and/or significant project;
- May be required to provide management of services other than nursing/midwifery.

Employees in the role of Clinical Practice Director will typically:

- Provide collegiate and professional leadership to and for Level 3 and/or 4 Clinical Practice Consultants, Nurse Practitioners and (where appropriate) General Practice Nurses within span of appointment;
- Develop an integrated, collaborative and evaluative practice culture for Level 3 and/or 4 Clinical Practice Consultants and Nurse Practitioners across span of appointment;
- Collaboratively develop and monitor a strategic framework for clinical nursing/midwifery research and practice development in the South Australian public sector;
- Provide high level advice to Health Units, Community Services and/or Clinical Networks on extended nursing/midwifery practice issues;
- Co-ordinate the participation of nurses/midwives in clinical guideline and protocol development between Health Units and Clinical Networks;
- Liaise between Clinical Networks and Health Units in regard to nursing and midwifery practices that will achieve enhanced patient journeys and population health targets;
- Participate in clinical services planning and review at State level;
- The role may be sessional in combination with clinical practice responsibilities.

# **Corporate Nursing: Director of Nursing and Midwifery (Level 6)**

Employees classified at this level provide strategic and operational leadership, governance, and direction for the nursing/midwifery services within a Health Unit or Community Service. The focus of the role is on

development and implementation of frameworks and systems within which nursing/midwifery employees practice, and on monitoring and evaluating clinical practice and service delivery standards. The role scope at this level may be required to extend across more services than nursing/midwifery.

Employees in this role accept accountability for the governance and practice standards of nurses/midwives; the development and effectiveness of systems to support, evaluate and consistently improve nursing/midwifery practice and healthy work environments and the cost effective provision of health services within their span of control.

Employees in this role will undertake a substantial number of the following:

- Provide corporate professional nursing/midwifery advice, direction, and governance for a specified Health Unit or Community Service;
- Provide corporate management of nursing/midwifery services for a specified Health Unit or Community Service;
- Develop and implement a corporate nursing/midwifery professional practice framework;
- Develop and/or implement corporate administrative and risk management frameworks;
- Undertake financial budgeting and management within a culture of due diligence;
- Initiate and/or oversee innovations, systemic change processes, and co-ordination of responses to nursing/midwifery practice and health service needs;
- Develop and implement service delivery policies, goals, benchmarking frameworks and nursing/midwifery clinical practice standards;
- Develop and guide the use of information systems to inform decision making, manage practice, store corporate knowledge and convey information to staff;
- Establish standards for human resource systems implementation including processes and standards of nursing/midwifery staff recruitment, performance, development and retention.
- Lead, coach, coordinate and support direct reports;
- Lead the establishment of healthy working environments, respectful relationships and learning cultures across span of appointment;
- Contribute to and/or negotiate organisation budget and activity profiles;
- Lead innovation, change processes, and coordinated responses to emerging service and workforce needs:
- Integrate contemporary information and research evidence with personal knowledge and experience to support executive level decision making;
- Hold a contemporary professional practice portfolio containing professional development evidence commensurate with the level of autonomy, authority and influence expected of the role;
- May be required to manage or oversee an organisational/regional portfolio or long term and/or significant project;
- May be required to provide executive level management of services other than nursing/midwifery for a specified Health Unit or Community Service.

In addition to the core role requirements of employees at Level 6, a number of factors have impacts on the range of roles at this level. These include the size, breadth and complexities of the services that the role is required to lead, and the nature of the structural support for enacting the role. The Level 6 role DON is applied across a range of levels according to the following combinations of criteria:

Level 6.1 has a substantial number of the following characteristics but is not limited to:

- Inpatient facilities that may have variable or no occupancy levels;
- Ambulatory/outpatient services;
- Primary health services and GP support;
- Emergency service for a specific local community;
- Role manages local clinical and support services;
- Role may include substantial direct clinical care provision;
- There are no administrative or support service manager roles in place to Support the Level 6 role.

Level 6.2 has a substantial number of the following characteristics but is not limited to: Inpatient facilities with capacity for consistent occupancy levels;

• A small range of clinical services influencing activity levels:

- Primary health services and GP support;
- Some hospital substitution services;
- Support for occasional surgical services and some visiting specialist services.
- May include Midwifery service;
- Emergency services for a specified area;
- Role is required to manage local clinical and support services;
- There is limited administrative and/or support service management for the level 6.2 role;
- Role is required to manage within more than one funding source and/or jurisdiction;
- Role may be required to oversee a second Health Service of equal or less size;
- Role may be extended to include EO/CEO responsibilities.

# Level 6.3 has a substantial number of the following characteristics but is not limited to:

- Inpatient, ambulatory and outpatient services covering secondary level medical treatments and surgical services and/or mental health;
- Primary health and GP support services;
- Support for diagnostic services and/or linked community health services;
- Hospital substitution services and/or chronic disease management services;
- Emergency services, for a specified area;
- May include Midwifery/paediatric services;
- Support for some local and a limited range of visiting specialist services.
- Role provides professional leadership to nursing/midwifery services;
- Role works with more than one funding source and/or jurisdiction and/or more than one colocated service and/or non co-located Health Unit;
- Role may be required to manage additional clinical and/or support services;
- Role may be required to manage more than one organisation or service and/or
- Role may be required to provide leadership to a Level 5.1/5.2 role within an amalgamation of organisations (i.e. on another site);
- Role may be extended to include EO/CEO responsibilities.

#### Level 6.4 has a substantial number of the following characteristics but is not limited to:

- Secondary inpatient and outpatient services across a range of specialties;
- Support for general surgical services, secondary medical, GP and some specialist medical services that may be provided by visiting specialists;
- Primary health services and/or community programs including Hospital Substitution and/or chronic disease management;
- Emergency services for a specified coverage area and/or designated country trauma centre;
- Specialist and/or local region referral services;
- Some teaching, training and research services;
- Role may be extended to include EO/CEO responsibilities.

# Level 6.5 has a substantial number of the following characteristics but is not limited to:

- Wide range of primary, secondary and specialist services;
- General Hospital and/or Specialist Hospital or Community Service;
- Majority of acute non-tertiary services for catchment population;
- Specialist referral centre for specific services;
- Teaching, training and research services;
- Designated elective surgical services.

#### Level 6.6 has a substantial number of the following characteristics but is not limited to:

- Wide range of primary, secondary and tertiary clinical services;
- Tertiary and/or Specialist Hospital;
- Majority of health services for catchment population;
- Specialist referral centre/s and clinical network supports;
- Teaching, training and research departments;
- Range of clinical support services;
- Designated regional role/influence expectations;

Nursing/midwifery policy and executive advice functions.

Level 6.7 has a substantial number of the following characteristics but is not limited to:

- Full range of secondary and tertiary clinical services;
- Major Tertiary Hospital with Intensive Care Departments/Retrieval Services;
- Majority of tertiary services for catchment population;
- Range of specialist referral centres and clinical network supports;
- Teaching, training and research departments;
- Range of clinical support services;
- Regional role/influence;
- Nursing/midwifery policy and executive advice functions.

#### NURSE/MIDWIFE SPECIALIST CLASSIFICATION RANGE

The Nurse/Midwife Specialist position recognises those Registered Nurses/Midwives Level 1 staff that have undertaken higher education and have engaged in and continue to engage in professional development and participate in research relevant to the practice setting. Appointments to this classification were suspended from 1 July 2004.

## Salary

The salary for the Nurse/Midwife Specialist position is based on the substantive RN/RM1 increment level plus 4% of RN/RM1 1st increment.

#### Criteria

The minimum essential criteria for this position are:

At least four years experience (full-time equivalent) as a Registered Nurse/Midwife; and holds a post registration qualification as defined\*; and

applies specialist knowledge obtained from such additional qualification to the practice setting; and applies the findings of current research to their practice in order to improve the nursing care provided to patients/clients; and

actively contributes to own professional development.

A Graduate Diploma or higher qualification; or

a hospital based certificate obtained prior to the introduction of Graduate Diploma courses. The hospital based certificates are the following, or equivalent:

> Accident & Emergency Neonatology Anaesthetic & Recovery Oncology Operating Room Cardiovascular Critical Care Orthopaedic Cardiac Care Psychiatric RN Gerontic Paediatric RN

Intensive Care - General Renal

Intensive Care – Neonatal Stomal Therapy

Midwiferv

#### Classification

The Nurse/Midwife Specialist position may be obtained on a personal reclassification basis provided that the applicant meets the minimum essential criteria.

The Nurse/Midwife Specialist's substantive classification remains a RN/RM1.

<sup>\*</sup> Post registration qualification means:

A Registered Nurse/Midwife may only hold the title of Nurse/Midwife Specialist while the person concerned continues to meet the minimum essential criteria.

Where, at performance appraisal/review it has been identified that a Nurse/Midwife Specialist has not met the minimum essential requirements during the review year, the Nurse/Midwife Specialist will be allowed three months in order to meet the requirements of the position before the person concerned is required to return to his/her substantive RN/RM1 level.

# Progression

All employees classified in the Nurse/Midwife Specialist classification range will progress according to the Award provisions for incremental purposes.

# **APPENDIX 5 - CAREER STRUCTURE – Translation arrangements**

#### **Reclassification and Appointment**

All roles in the career structure will be available on a reclassification or an appointment basis (other than the Associate Clinical Services Coordinator role which is only available by appointment) subject to meeting the minimum essential qualification for that classification. Reclassification to the Clinical Nurse/Midwife (Level 2) classification is available from 1 March 2008. Employees can apply for a reclassification by completing an Application for Reclassification form and demonstrating that they meet the criteria (as stated in Appendix 4) at the higher level. The reclassification process includes a right of appeal to a Grievance and Reclassification Appeal panel established by the Department of Health.

Any Enrolled Nurse/Registered Nurse/Midwife may be appointed to a position as a result of merit based selections subject to meeting the minimum essential criteria (i.e. Enrolled/Registered with the Registration Authority).

# **Assistant in Nursing (AIN):**

Two levels will exist in this classification. Second year Undergraduate Nursing Students will commence on the first level and third year Undergraduate Nursing Students will commence on the second level.

# Clinical Nurse/Midwife (Level 2):

The first increment of the revised Clinical Nurse/Midwife (Level 2) is equivalent to the fifth increment of RN/RM Level 1. The revised Clinical Nurse/Midwife (Level 2) classification consists of 9 increments, with the top four increments equivalent to the existing four increments of the existing RN/RM level 2 classification. The earliest application for reclassification to the Clinical Nurse/Midwife (Level 2) classification would be following 3 years full time equivalent completed experience as RN/RM (i.e. when in their fourth increment), but one could apply at any later point of experience. Upon successful application, appointment to the Clinical Nurse/Midwife (Level 2) classification will be made at the equivalent salary of one increment higher than the employee's previous salary. For example, an existing RN/RM1/4 (salary of \$50753 as at first pay period on or after 1 October 2007) will translate to the revised Clinical Nurse/Midwife (Level 2) first increment salary range of \$52763.

## **Associate Clinical Service Coordinator (Level 2):**

Registered Nurses/Midwives currently classified in the RN/RM Level 2 (Clinical Nurse) classification will continue to be paid at their current increment. Current RN/RM Level 2 Clinical Nurses will be translated to Associate Clinical Service Coordinator roles unless the individual and the organisation negotiate to translate to the revised Clinical Nurse role.

# **Registered Nurse Level 3**

This classification consists of two increments. Existing Band A and Band B's will translate to this level on 1 October 2007, with those with more than 12 months full time equivalent service translating to the second increment. Employees at level 3 will be assessed against the career structure criteria, and any change in their classification will be operative effective 1 March 2008.

Employees classified at RN/RM3Z will translate to RN/RM3 second increment (unless less than 12 months service, then first increment). Where an RN/RM3 is required to work rostered shift work in order that nursing care is maintained over 7 days, they will be paid the appropriate shift penalties. Overtime does not apply to the RN/RM3 classification levels.

# **Registered Nurse Level 4**

This classification consists of two increments. Current RN/RM3 Band C's will translate to this level, with those with more than 12 months full time equivalent service translating to the second increment. Existing Nurse Practitioners (Band B and C) will translate to this level, with those with more than 12 months full time equivalent service translating to the second increment.

Employees classified at RN/RM3ZC will translate to RN/RM4 second increment (unless less than 12 months service, then first increment). Where an RN/RM4 is required to work rostered shift work in order that nursing care is maintained over 7 days, they will be paid the appropriate shift penalties. Overtime does not apply to the RN/RM4 classification levels.

# **Registered Nurse Level 5**

This classification consists of two sub levels. Employees currently classified at the RN4 Grade 1 classification will translate to Registered Nurse level 5.1. Employees currently classified at the RN4 Grade 2 and Grade 3 will translate to Registered Nurse level 5.2.

# **Registered Nurse Level 6**

This classification consists of 7 sub levels. Translation will occur as follows:

Current level	Translated level	
DNE/A	6.4	
RN5/A	6.1	
RN5/B	6.2	
RN5/C	6.3	
RN5/D	6.4	
RN5/E	6.5	
RN5/5	6.6	
RN5/6	6.7	

# APPENDIX 6 - QUALIFICATION ALLOWANCES AND CONDITIONS OF ELIGIBILITY

#### 1. ALLOWANCES

### 1.1 Registered Nurses/Midwives, Levels 1, 2, 3 and 4

	1 <sup>st</sup> pay period on or after 1/10/07 \$pa	1 <sup>st</sup> pay period on or after 1/10/08 \$pa	1 <sup>st</sup> pay period on or after 1/10/09 \$pa
Hospital* or Graduate Certificate	2111	2195	2294
Graduate Diploma	2714	2822	2949
Second Degree, Masters or PhD	3317	3449	3604

Note: Nurses/Midwives appointed to the classification of "Nurse/Midwife Specialist" are only entitled to the allowance prescribed for hospital certificates and graduate certificates regardless of qualification/s held.

\*The following Hospital Certificates or equivalent such as Diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in relevant nursing/midwifery practice areas are recognised for the purpose of entitlement to the qualification allowance:

Accident & Emergency
Anaesthetic & Recovery
Cardiovascular
Critical Care
Cardiac Care
Gerontic
Intensive Care - General

Neonatology
Oncology
Operating Room
Orthopaedic
Psychiatric RN
Paediatric RN
Renal

Intensive Care – Neonatal Stomal Therapy

Midwifery

# 1.2 Enrolled Nurses (appointed to the Diploma salary scale)

	1 <sup>st</sup> pay period on or	1 <sup>st</sup> pay period on or	1 <sup>st</sup> pay period on or
	after 1/10/07	after 1/10/08	after 1/10/09
	\$pa	\$pa	\$pa
Post enrolment courses of not less than 6 months duration	1583	1646	1720

#### 1.3 Conditions

- (i) The additional qualification must be in addition to the basic qualification/s required for an employee's position and must be directly relevant\*\* (as determined by the employer) to the employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment;
- (ii) no further appointments will be made to the classification of "Nurse/Midwife Specialist";

- (iii) only one allowance is payable. Where more than one additional, relevant\*\* qualification (as determined by the employer) is held by an employee, only the higher or highest qualification allowance applicable will be paid;
- (iv) the allowance is available on a pro rata basis for part time employees;
- (v) the allowance is payable on a fortnightly basis;
- (vi) the allowance is payable during paid leave.
- (vii) an employee claiming entitlement to a qualification allowance must provide the employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed.
- \*\* For the purpose of this Clause, "directly relevant" means that the additional qualification is applicable to an employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

# <u>APPENDIX 7 - RURAL AND REMOTE SERVICE INCENTIVE PAYMENTS</u>

From the first full pay period on or after 1 October 2007

YEAR	ZONE 2	ZONE 3	ZONE 4
	\$pa	\$pa	\$pa
1	725	1656	3209
2	932	1863	3519
3	1190	2070	3726
4	1449	2328	3933
5	1656	2587	4140

From the first full pay period on or after 1 October 2008

YEAR	ZONE 2	ZONE 3	ZONE 4
	\$pa	\$pa	\$pa
1	750	1714	3321
2	964	1928	3642
3	1232	2142	3856
4	1500	2410	4071
5	1714	2678	<i>4</i> 285

From the first full pay period on or after 1 October 2009

YEAR	ZONE 2	ZONE 3	ZONE 4
	\$pa	\$pa	\$pa
1	776	1774	3437
2	998	1996	3770
3	1275	2217	3991
4	1552	2495	4213
5	1774	2772	4435

# ZONE ALLOCATIONS – HEALTH UNIT SITES

Zone 2	Zone 3	Zone 4
Barmera Residential Care Facility (incorporating Bonney Lodge Hostel & Hawdon House Nursing Home)	Keith Community Health & Welfare Centre	Andamooka Community Health Service
Bonneyview Village (Barmera)	Kingston Community Health Centre	Ceduna District Health Service
Mid North Health (Booleroo Centre District Hospital & Health Service)	Kingston Soldiers' Memorial Hospital	Ceduna Community Health Centre
Mid North Health (Booleroo Centre District Medical Centre)	Lameroo District Health Service	Ceduna Sobering Up Centre
Bordertown Memorial Hospital	Lucindale Community Health Centre	Ceduna Koonibba Aboriginal Health Service
Burra Hospital	Millicent & District Hospital and Health Service	Central Eyre Peninsula Hospital (Wudinna)
Carnavan Hostel (Kangaroo Island)	Millicent Community Health Centre	Cleve District Health & Aged Care
Yorke Peninsula Health Service (Maitland)	Millicent Domiciliary Care Service	Cleve Medical Practice
Coonalypn Downs Community Health Service	Naracoorte Community Health	Cleve Community Health & Welfare Centre
Southern Flinders Health (Crystal Brook)	Naracoorte Health Service	Coober Pedy Hospital & Health Services
Cummins & District Memorial Hospital	Naracoorte Nursing Home	Coober Pedy Community Health Centre
Gladstone & District Community Health & Welfare Centre	Mid North Health (Orroroo Hospital)	Cowell Community Health & Aged Care
Mid North Health (Jamestown Health Service)	Mid North Health (Orroroo Community Home)	Elliston Hospital
Kangaroo Island HS	Mid North Health (Orroroo Health Centre)	Hawker Memorial Hospital
Kingscote Community Health Centre	Mid North Health (Orroroo Hospital House)	Kimba District Health & Aged Care
Karoonda & District Soldiers' Memorial Hospital	Mid North Health (Peterborough Soldiers' Memorial Hospital & Health Service)	Kimba Day Care
Karoonda Home for the Aged	Pika Wiya Health Service (Port Augusta)	Kimba Pioneer Memorial Hostel
Laura Primary Health Care Unit	Pinnaroo Soldiers' Memorial Hospital	Kimba Neighbourhood Health
Loxton Hospital Complex	Port Augusta Domiciliary Care Service	Kingoonya Medical Centre
Loxton Domiciliary Care	Port Augusta Hospital	Leigh Creek Health Services
Loxton Hostel	Quorn Health Services	Lock Community Health & Welfare Centre
Loxton Nursing Home	Whyalla Hospital & Health Service	Marla Community Health Centre
Melaleuca Court Nursing Home	Whyalla Community Health & Domiciliary Care Services	Mintabie Clarice Megaw Health Clinic

Zone 2	Zone 3	Zone 4
26/16/2	25.75 6	26/10 /
Meningie & District Memorial		Oodnadatta Hospital &
Hospital and Health Service		Health Service
Mid North Domiciliary Care		Roxby Downs Community
Service (Port Pirie)		Health Centre
Yorke Peninsula (Minlaton		Roxby Downs Health
Hospital)		Service
Miroma Place Hostel		Streaky Bay Hospital
(Cummins)		
Mount Gambier & Districts		Tarcoola Hospital
Hospital		
Mount Gambier Community		Terrace Retirement Estate
Health Service		(Kimba)
Northern Yorke Peninsula		Woomera Hospital
Health Service (Wallaroo)		
Northern & Central Yorke		Anangu Pitjantjatjara
Peninsula Community Health		Yankunytjatjara Lands
Service		
Northern Yorke Peninsula		
Domiciliary Care Service		
Penola Community Health		
Service		
Penola War Memorial		
Hospital		
Penola & District Hostel		
Pioneer Lodge Hostel		
(Waikerie)		
Port Broughton District		
Hospital & Health Services  Port Lincoln Aboriginal Health		
Service		
Port Lincoln Community		
Health Centre		
Port Lincoln Domiciliary Care		
Service		
Port Lincoln Health &		
Hospital Services		
Port Pirie Regional Health		
Services		
Port Pirie Community Health		
Services		
Renmark Paringa District		
Hospital		
Renmark Hostel		
Renmark Nursing Home		
Renmark Domiciliary Care		
Service		
Riverland Community Health		
Services  Divertised Regional Health		
Riverland Regional Health		
Service (Berri campus/Barmera campus)		
Southern Flinders Health		
(Laura)		
Snowtown Memorial Hospital		
South East Regional		
Court Last Regional		

Zone 2	Zone 3	Zone 4
Community Health Service		
Yorke Peninsula Health		
Service (Yorketown)		
Southern Yorke Peninsula		
Domiciliary Care Service		
Tatiara Community Health		
Service (Bordertown)		
Tatiara Domiciliary Care		
(Bordertown)		
Tumby Bay Hospital & Health		
Services		
Tumby Bay Community		
Health Services		
Uringa Hostel (Tumby Bay)		
Waikerie Health Services		
Waikerie Domiciliary Care		
Service		
Waikerie Nursing Home		

# **APPENDIX 8 - MIDWIFERY CASELOAD PRACTICE AGREEMENT**

#### 1. Title

This Agreement is known as the Midwifery Caseload Practice Agreement.

# 2. Scope and Persons Bound

This Agreement is between the Department of Health and the Australian Nursing Federation (ANF (SA BRANCH)) in respect of midwives employed by hospitals or health centres incorporated under the South Australian Health Commission Act 1976 in a Midwifery Caseload Practice Program which is the subject of a formal agreement between the Department and the ANF (SA BRANCH).

# 3. Duration of the Agreement

- 3.1 This Agreement will operate from 1 July 2007 to 30 June 2010.
- 3.2 Continued operation of the Agreement is subject to the provisions of Clause 18, Termination of Agreement.

## 4. Definitions

- 4.1 "Award" means the Nurses (South Australian Public Sector) Award 2002 or any successor thereto.
- 4.2 "Enterprise Agreement" means the Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007 or any successor Agreement thereto.
- 4.3 "Employee" means a midwife employed in a Midwifery Caseload Practice Program.
- 4.4 "Recall" will mean a period of time the employee is required to return to work that was unplanned and not rostered.
- 4.5 "Caseload Midwifery" is a model of care where a client/patient has a named midwife and a backup midwife, who provides care throughout her pregnancy, labour, birth and postnatal period.
- 4.6 "Full care" means all midwifery care throughout the client/patient's pregnancy, labour, birth and postnatal period.

# 5. Employee Participation in the Midwifery Caseload Practice Program

No employee will be directed to work in a Midwifery Caseload Practice Program, which will only be staffed by midwives who have elected to join the program.

#### 6. Relationship to the Award and Enterprise Agreement

- 6.1 The following Award provisions will not apply whilst this Agreement remains in force:
  - Clause 4.4 On-Call and Recall
  - Clause 5.1 Hours of Work
  - Clause 5.2 Application of 38 Hour Week
  - Clause 5.3 Penalty Rates
  - Clause 5.4 Overtime
  - Clause 6.1.3 Payment While on Leave
  - Clause 6.1.5 Additional Leave Loading

- Clause 6.3 Public Holidays
- 6.2 The following Agreement provisions will not apply whilst this Agreement remains in force:
  - Clause 10.6 Standard 10 Hour Night Shifts
  - Clause 16 Nurse/Midwife In-Charge Allowance
  - Clause 17 On Call Allowance
  - Clause 20 Night Shift Penalty
  - Clause 29 Part Time Employees Minimum Shift Length
  - Clause 30 Part Time Employees Working Variable Shifts Public Holidays
  - Clause 31 Recall to Work, Overtime and Time Off in Lieu of Overtime
  - Clause 11 Hours of Work
- 6.3 All other provisions of the Award and Enterprise Agreement continue to apply as if this Agreement did not exist.

#### 7. Caseload

- 7.1 A full-time employee (other than a Unit Head, Midwifery Caseload Practice) is one who is available to carry a caseload of 40 booked clients/patients full care during the course of any full calendar or financial year. In interpreting the application of the Award and other conditions based on the ordinary hours of work, this caseload will equate to an employee (other than a Unit Head, Midwifery Caseload Practice) working a 38 hour week that is a full-time employee under the Award.
- 7.1 The full-time equivalent caseload for a Unit Head, Midwifery Caseload Practice will be 10 patients/clients for full care during the course of any full calendar or financial year. The span of control of a Unit Head, Midwifery Caseload Practice, will be 4 teams of midwives, made up of up to 6 full-time equivalents.
- 7.2 A part-time employee will receive pay and conditions, as well as allocation of work on a proportional basis.
- 7.3 In addition to the caseload limits set by this Clause 7, during absences of other employees due to planned or unplanned leave of one week or less, employees' (other than the Unit Head) caseloads may be increased to a maximum of 56 clients/patients. However, the caseload will not exceed 46 clients/patients on average over the year. The caseload for a Unit Head may vary up to 20 clients/patients on average due to the absence of other staff.

#### 8. Patterns of Work

- 8.1 The employees will be free to organise their own hours of work provided that they are able to meet the assessed needs of clients/patients.
- 8.2 An employee will not be required to work for periods longer than 8 hours and can choose to hand over care of the employee's clients/patients, at that time. In accordance with Clause 8.1, employees have the discretion to work up to, but no longer than, 12 hours to meet the needs of their clients/patients.
- 8.3 Each employee will have a period of at least 8 hours within a 24 hour period, continuously free of duty (other than on-call and recall).
- 8.4 Each employee will have an average of 2 days off duty per week free of planned work and on-call and recall.
- 8.5 An employee will not be permitted to work for more than 7 days in succession, other than where the employee is recalled to work.

#### 9. Classification

- 9.1 An employee (other than a Unit Head) who works in the Midwifery Caseload Practice Program will be classified as a Registered Nurse/Midwife (Level 1) or Nurse/Midwife Specialist as per the criteria outlined in the Enterprise Agreement or a Clinical Nurse/Midwife (level 2)
- 9.2 An employee who works as a Unit Head of a Midwifery Caseload Practice will be classified as a Registered Nurse/Midwife (Level 3) or (level 4) as appropriate.

# 10. Salary

The salaries provided for in the Award and in the Enterprise Agreement covering Nurses/Midwives in the South Australian public sector will be applied to midwives employed under this Agreement.

# 11. Loading in Lieu of Certain Conditions

- 11.1 Employees, other than a Unit Head, Midwifery Caseload Practice, will receive a loading of 35%, in addition to ordinary rates of pay, which incorporates the provisions referred to in Clause 6 and is in recognition of the expanded practice and the flexible environment in which work is performed.
- 11.2 Employees who are a Unit Head, Midwifery Caseload Practice will receive a loading of 17.5%, in addition to ordinary rates of pay, which is in lieu of on-call allowance, recall payment and annual leave loading and in recognition of the expanded practice and the flexible environment in which work is performed.
- 11.3 These loadings will be treated as part of the ordinary rate of pay for an employee and, as such, will apply to periods of annual leave and personal carers leave, as well as occasions where the employee is actively at work.

#### 12. Annual Leave

All employees in a Midwifery Caseload Practice Program will be entitled to 6 weeks annual leave.

#### 13. Personal/Carers Leave

- 13.1 Where an employee is unable to work due to illness or other relevant factors, the Unit Head, Midwifery Caseload Practice will determine if temporary re-allocation of the employee's work program to other midwives in the team is required for the period of absence. If so, the period of absence will be debited against the employee's accrued personal/carers leave.
- 13.2 Where the Unit Head, Midwifery Caseload Practice determines that re-allocation of the employee's work program, due to illness or other relevant factors, is not necessary and that the employee can re-order or re-schedule the employee's work program, no leave will be debited from the employee's accrued personal carers leave for the period of absence.

# 14. Time Records

- 14.1 Employees will be required to keep accurate records of all time worked including travel time, administrative work, staff development and other non-clinical activity.
- 14.2 It is the expectation of the parties to this Agreement that the workload will be consistent with that of a full-time employee under the Award, that is, an average of 38 hours work per week and occasional recall to work.

#### **Excess Hours**

- 14.3 If an employee, at the request of the employer, works more than 332 hours in any 8 week cycle, the employee will be entitled to:
  - Time off in lieu (on an hour for hour basis) of such excess hours worked, taken at the convenience of the employee and the employer within 12 months of it being accrued, and in association with a period of planned leave; or
  - payment at overtime rates for the excess hours worked, that is, time and a half for the first 3 hours and double time thereafter.
- 14.4 The employee will have discretion as to which option is to apply in each instance.

# 15. Staffing Levels

Sufficient staff must be available to ensure that the average caseload for each midwife does not exceed 46 clients/patients per annum. During absences of other employees due to planned or unplanned leave, caseloads may be increased to a maximum of 56 clients/patients.

## 16. Transport

The use of an employee's motor vehicle and the reimbursement rates for the use of an employee's private motor vehicle will be in accordance with the *DH* (*SAHC Act and IMVS Act*) *Human Resources Manual* or its successor.

#### 17. Telephone Expenses

The health unit will provide a mobile phone for each Caseload Midwife. The mobile phone is to be used in accordance with Hospital Guidelines.

# 18. Termination of Agreement

- 18.1 The Department of Health or the ANF (SA BRANCH) on behalf of its members may withdraw from this Agreement and it will cease to operate. In this event, 4 weeks written notice will be given to the other party to ensure the care needs of clients/patients are met.
- 18.2 An incorporated hospital or health centre or the ANF (SA BRANCH) on behalf of its members may terminate the operation of a Midwifery Caseload Practice Program at a specific health unit site(s). In this event, 4 weeks written notice will be given to the other party to ensure the care needs of clients/patients are met.
- 18.3 Notice will not be given under this clause unless prior consultation has occurred between the affected parties.

# 19. Variation of the terms of this Agreement

The terms of this Agreement as they apply to a specified Midwifery Caseload Practice Program at a specified health unit/site may be varied by Agreement between the Department and the ANF (SA BRANCH).

# <u>APPENDIX 9 - ON CALL ALLOWANCES AND RESPONSIBILITY ALLOWANCES</u>

# On Call Allowance

On Call Allowance	Payable from the first full pay period on or after 1 October 2007	Payable from the first full pay period on or after 1 October 2008	Payable from the first full pay period on or after 1 October 2009
	\$	\$	\$
Monday - Friday	24.00	24.80	25.70
Weekends/Public Holidays/Rostered Days Off	42.00	43.45	44.95

# Responsibility Allowance

Responsibility Allowance	Payable from the first full pay period on or after 1 October 2007 \$pa (phr)	Payable from the first full pay period on or after 1 October 2008 \$pa (phr)	Payable from the first full pay period on or after 1 October 2009 \$pa (phr)
DON			
classification 6.1-	2655 (1.34)	2748 (1.39)	2844 (1.43)
6.2			
DON		2748 (1.39)	2844 (1.43)
classification 6.3	2655 (1.34)		
DON			
classification 6.4-	4427 (2.23)	4582 (2.31)	4742 (2.39)
6.5			
Grade 4-6 (as			
per award)	5309 (2.68)	5494 (2.77)	5687 (2.87)

# <u>APPENDIX 10 - TRANSLATION OF PERSONAL/CARERS LEAVE CREDIT</u>

Each employee will be credited with 120 hours of Personal/Carers leave on 1 July 2007 (pro rata for part time employees). During the transition year of 2007/2008, employees will be credited with additional Personal/Carers leave in accordance with the following table:

Service date occurring during the month of:	Hours of Personal/carers leave credited on service date	Next entitlement of 120 hours due	Total hours of Personal/carers leave granted from 1 July to next entitlement of 120 hours
August 07	10	August 08	130
September 07	20	September 08	140
October 07	30	October 08	150
November 07	40	November 08	160
December 07	50	December 08	170
January 08	60	January 09	180
February 08	70	February 09	190
March 08	80	March 09	200
April 08	90	April 09	210
May 08	100	May 09	220
June 08	110	June 09	230
July 08	120	July 09	240