

# **PORT AUGUSTA CITY COUNCIL AGED CARE SERVICES ENTERPRISE AGREEMENT 2010**

**File No. 119 of 2011**

**This Agreement shall come into force on  
and from 28 February 2011 and have a  
life extending until 30 September 2013.**

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



DATED 28 FEBRUARY 2011

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COMMISSION MEMBER



# **PORT AUGUSTA CITY COUNCIL AGED CARE SERVICES ENTERPRISE AGREEMENT 2010 (THE AGREEMENT)**

## **1. TITLE**

This Agreement is known as the Port Augusta City Council Aged Care Services Enterprise Agreement 2010 (The Agreement).

## **2. ARRANGEMENT**

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## **3. SCOPE AND PARTIES BOUND BY THE AGREEMENT**

This Agreement is binding upon The Corporation of the City of Port Augusta (the employer) and the Australian Nursing and Midwifery Federation (SA Branch) in respect of all nurses employed by the employer pursuant to the Nurses (South Australia) Award

## **4. DATE AND TERM**

The Agreement operates from Certification by the South Australian Industrial Relations Commission and remains in force until 30<sup>th</sup> September 2013.

## **5. RELATIONSHIP TO AWARD**

- 5.1 This Agreement is to be read and interpreted wholly in conjunction with the Nurses (South Australia) Award (the Award) provided that where there is inconsistency between this Agreement and the Award this Agreement takes precedence to the extent of that inconsistency.

## **6. AIMS AND OBJECTIVES**

The aims and objectives of this Enterprise Bargaining Agreement are to:

- Improve the delivery of care and services to residents.
- To maintain parity of wages and career structure with Nurses in the Public Sector.
- Ensure ongoing cooperation between the parties to achieving improvements in occupational health and safety performance.
- Ensure an ongoing stable industrial relations framework at the health unit level that assists health units to improve efficiency and business performance.
- Attract and retain nurses to Port Augusta City Council's Aged Care Facilities to reduce reliance on agency employment and to meet accreditation requirements.

## **7. CONSULTATION**

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.

In particular, where nursing 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.

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 should not be implemented before appropriate consultation has occurred with employee representatives.
- (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.

## **8. SALARIES**

### **8.1 Salary Adjustments**

The salary increases provided by this clause apply to all classifications and subsume any subsequent adjustments arising from Safety Net Reviews awarded by the SAIRC during the life of the Agreement

The increases also take into account all work practice changes and improved efficiency initiatives implemented since 1<sup>st</sup> October 2008 as well as the ongoing implementation of productivity/efficiency measures during the life of the Agreement.

3.5 % from the beginning of the first pay period to commence on or after 1<sup>st</sup> October 2010.

3.5% from the beginning of the first pay period to commence on or after 1<sup>st</sup> October 2011.

3.5% from the beginning of the first pay period to commence on or after 1<sup>st</sup> October 2012.

The actual salaries are attached as Appendix A.

## **9. CAREER STRUCTURE**

9.1 The Enrolled Nurse (EN) classification range remains at seven (7) pay points as detailed in Appendix B. Progression to pay point 6, available from 1 July 2001, is subject to existing Award criteria. Appointment to pay point 7, available from 1 July 2002, is subject to meeting the qualifications criteria, as detailed in Appendix B.

9.2 Enrolled Nurse with Diploma Salary Scale at 7 (seven) pay points. This scale will be introduced from the first pay period on or after 1<sup>st</sup> October 2007.

Employees classified in the EN with certificate salary scale who complete a post-enrolment Diploma translate to the Enrolled Nurse with Diploma qualifications salary scale on a point by point basis. Evidence of a successful completion must be provided to the Corporation prior to the employee being translated into the new salary scale.

Progression through the pay points will be in accordance with the career structure as outlined in Appendix B of the existing Nurses Nerrilda Aged Care Services Enterprise Agreement 2004. For the purpose of clarity, such progression up to and including pay point six is in accordance with clause 5.2 of the Award.

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 from 1 July 2002 on successful completion of 80 nominal hours of structured education in 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 modules are met. Examples of modules include: Orthopaedics, Advanced Skills Nursing for Activities of Daily Living, Continence Management, Introduction to Mental Health, Care of the Aged in acute setting, Rehabilitation, etc.

9.3 The Registered Nurse Level 1 (RN1) classification range is set out in Appendix B. Automatic progression to the 8<sup>th</sup> increment was available from 1 July 2001. Automatic progression to the new 9<sup>th</sup> increment was available from 1 July 2002, as detailed in Appendix B. Accelerated advancement as provided at subclause 5.3 of the Award does not apply.  
A new Nurse Specialist classification range was introduced from 1 July 2001. This new classification is available on a personal reclassification basis to RN1s and appointment is subject to meeting certain qualifications and other criteria, as detailed in Appendix B.

The Registered Nurse Level 2 (RN2) classification range is set out in Appendix B. The Year 3 increment was available from 1 July 2002 and Year 4 increment available from 1 July 2003, as detailed in Appendix B.

9.4 The new Nurse Practitioner classification is included in the current 3 band structure of the RN3 classification.

- 9.5 A new Undergraduate Nursing Student (UNS) classification is set out in Appendix B. The classification is provided to facilitate the part-time and/or temporary employment of final-year university nursing students. UNS's are employed subject to them working under the supervision of a Registered Nurse.

## **10. ON CALL ALLOWANCE**

- (i) The applicable on call rates are set out in Appendix C.
- (ii) The on call rates apply on a per period basis, ie 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.

## **11. CASUAL EMPLOYEES**

- (i) The minimum engagement for a casual employee shall be 2 hours.
- (ii) A casual employee who, under the terms of the Award is eligible for permanent status, may at any time elect to become a permanent employee by informing the Director of Nursing in writing. In addition such employees may, by mutual agreement, work extra hours that meet the unplanned or irregular needs of the Aged Care Facility from time to time.
- (iii) 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.
- (iv) A casual employee who is eligible under the Award to be offered permanent employment status may elect to remain a casual by mutual agreement between the employer and the employee. Such agreement shall be recorded in writing and retained by the employer.
- (v) 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) shall maintain continuity of service for the purposes of long service leave only. Such breaks between engagements shall not be counted as service for the purposes of calculating the entitlement for long service leave.

## **12. RECALL TO WORK, OVERTIME & TIME OFF IN LIEU OF OVERTIME**

- (i) 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.
- (ii) 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 hours consecutive hours off duty. That is, Clause 6.4.8 of the Award applies.
- (iii) 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 TOIL with a period of annual leave. Employees may accumulate up to 2 weeks time off in lieu of payment for such recalls.
- (iv) Overtime provisions will apply after the maximum shift length of 10 hours has been reached.

### **13. RN3 CLASSIFICATION**

- (i) The structure of the RN3 comprises 3 bands. The band criteria are attached as Appendix D.
- (ii) Programmed Days Off do not apply to this classification level. Except where otherwise provided in this Agreement, an RN3 is not required to work shiftwork and therefore does not receive penalty payments. Amongst other things the band criteria encompass the team leader role.
- (iii) RN3s required by a health unit to work rostered shiftwork in order that nursing care is maintained over 7 days are classified in the appropriate Band of the RN3 structure. When required to work shifts (other than Monday to Friday day shift) the RN3 will be classified at the RN3Z level and be paid the appropriate penalties.
- (iv) RN3s are expected to manage their own workload and other commitments in order to take time in lieu when additional hours have been worked.

### **14. OCCUPATIONAL HEALTH AND SAFETY**

- (i) There is a continued commitment to optimum occupational health and safety in the workplace utilising "no lift" policies and procedures.
- (iii) The working of double shifts or other excessive overtime is an Occupational Health and Safety matter. Except in cases of emergency, these practices are to be avoided.

### **15. HOURS OF WORK**

The ordinary hours of duty are defined as 152 within a work cycle not exceeding 28 consecutive days.

### **16. PRE-EMPLOYMENT SCREENINGS**

- (i) The employer's duty of care to residents 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 aged care facility.
- (ii) Information gathered by the employer during the pre-employment screening process must be relevant to a need to check and assess any such risk factors and must remain confidential to the aged care facility and to the individual prospective employees and not provided to third parties. The prospective employee shall be given access to information collected and provided with an opportunity to respond.
- (iii) The prospective employees consent is to be obtained before seeking any such information.

### **17. PERSONAL/CARERS LEAVE**

Full time employees will be credited with 92 hours Personal/Carers Leave each year. Part time employee entitlements will accrue on a pro-rata basis. Personal/Carers Leave subsumes sick leave provisions provided by Clause 7.2 of the Award,

(i) Definitions:

Personal/Carers Leave is defined as leave approved by the employer for absences from work on account of-

i. Personal illness.

ii. Illness of "family member" as defined. Family member is defined as a member of the employee's household, or near relative of the employee as defined in the State Equal Opportunity Act 1984. The employee must have responsibility for the care of the family member concerned.

(c) Bereavement as defined. Bereavement is defined as the death of a person closely related to an employee for the purposes of attending the funeral or related arrangements or providing emotional support to another person closely related to the employee. "Closely related" will include an employee's wife, husband, father, mother, father in law, mother in law, brother, sister, child, stepfather, stepmother, stepchild, defacto spouse, guardian, foster parent, step parent, step brother/sister, half brother/sister, grandparents or other family member as defined in this clause.

(ii) Entitlement

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 92 hours per annum on a pro-rata basis on anniversary date of employment year irrespective of an employee's roster configurations/arrangements.

(iii) Limitations to Personal/Carers Leave Entitlement

(a) During the first six months of service no employee is entitled to a grant of leave exceeding 46 hours.

(b) During the first twelve months of service no employee is entitled to such a grant exceeding 92 hours.

(c) No Personal/Carers leave is to be granted on account of-

- \* An illness caused by misconduct of the employee;
- \* An illness that arises from circumstances within the employees control eg sunburn;
- \* Normal period of absence for confinement;
- \* Attending business that could otherwise be done outside the employee's ordinary hours of duty eg rostered days off, flexitime, PDOs etc;
- \* Any other circumstances which are not specifically stated in, or intended by, the definitions in this clause.

(iv) Personal/Carers Leave for part-time employees is to be paid at the employee's usual salary for the number of hours normally worked.

(v) Personal/Carers Leave accrues from year to year without limit

(vi) 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.

(vii) 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 day's Personal/Carers leave.

(viii) Any employee absent on account of Personal/Carers leave due to personal or family illness for more than three working days must submit a medical certificate signed by a registered medical practitioner to the employer. In the circumstances of an absence due to dental procedure(s) of 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.

(ix) Employees may be required to provide evidence in the form of a medical certificate or similar (ie statutory declaration) that their "family member" as defined, was ill.

(x) 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.

(xi) 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 is not entitled to payment for such working day(s), unless the employee provides a medical certificate or statutory declaration.

(xii) Where an employee is absent due to personal/carers leave on a programmed day off, such day stands as the programmed day off, and another day will not be substituted for that programmed day off. Personal/carers pay is not paid in addition to the payment for the programmed day off and the day is not to be debited as personal/carers leave.

(xiii) Where an employee has been advised of a requirement to work on a programmed day off and is subsequently absent on that day due to personal/carers leave, the day is paid as a programmed day off and a substitute day is not granted.

(xiv) An employee if required must submit an appropriate medical certificate (or other documentation) for each week of absence.

(xv) 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.

## **18. SUPERANNUATION**

The Corporation of the City of Port Augusta will pay occupational superannuation contributions, on behalf of the employee, into HESTA (Health Employees Superannuation Trust of Australia) or the Local Government Superannuation Scheme, both of which comply with the Australian Government Operational Standards for Occupational Superannuation Funds.

## **19. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

(a) Where a dispute concerning the operation of Enterprise Agreement and / or Award arises, the following steps shall be taken:

### **STEP 1**

(i) As soon as practicable after the issue or claim has arisen, it shall be considered jointly by the appropriate supervisor, the employee(s) concerned and either an employee representative nominated by the employee(s) or an Australian Nursing and Midwifery Federation (SA Branch) workplace representative.

### **STEP 2**

(ii) If the dispute is not resolved the issue or claim shall be considered jointly by the appropriate senior representative of the employer in conjunction with the employee/union workplace representative who shall attempt to settle the dispute.



### STEP 3

(iii) If the dispute is not resolved the issue or claim shall be considered jointly by the employer and an official of the union who shall attempt to settle the dispute.

### STEP 4

If the dispute is not resolved the dispute may then be notified to the Australian Industrial Relations Commission. The parties may request that the matter be dealt with by a Member of the Commission who shall resolve the dispute by conciliation and arbitration.

(b) Without prejudice to either party, work shall continue as normal during the progress of the dispute.

## **20. BURSARIES**

The Corporation of the City of Port Augusta recognises that education and training is essential for the development and maintenance of nursing levels in its Aged Care Facilities.

The Corporation of the City of Port Augusta is committed to offering two (2) Registered Nurse Qualification bursaries and two (2) Enrolled Nurse Qualification bursaries in each financial year to existing staff as outlined in Appendix E.

## **21. NO EXTRA CLAIMS COMMITMENT**

During the life of this Agreement the parties bound undertake not to pursue claims except where consistent with and contemplated by this Agreement.

## **22. RENEGOTIATION OF THE ENTERPRISE AGREEMENT**

The parties to this Agreement agree that negotiations in respect of a new Agreement should commence three (3) months prior to the expiration of this Agreement.

If Agreement is not reached on a renegotiated Agreement at the expiration of this Agreement, then this Agreement will continue in force until it has been superseded or rescinded.

## **23. SICKNESS AND ACCIDENT COVER**

The parties bound by this agreement are agreed that the corporation will meet the costs associated with the provision of providing 24 hours sickness and accident cover for employees who are subject to this agreement. Such cover is to occur through the Local Government Mutual Liability Scheme.

Coverage of the Income Protection Scheme will occur from 10th January 2008.

As per the current schedule, the waiting periods of relevant claims will be 10 working days, or 20 working days if relating to psychiatric illness or injuries relating to the participation in organised amateur sport.

The scheme allows for the payment of gross weekly rate of pay inclusive of overtime, bonuses, commissions or allowances.

## **24. SALARY SACRIFICING**

The parties bound by this agreement agree that employees may access salary sacrifice benefits subject to the following terms and conditions;

All nursing employees covered by this agreement may apply to the Corporation to salary sacrifice any part of their salary to Local Super or HESTA.

Any such arrangement shall be by mutual agreement between each individual employee and the Corporation, provided that approval by the Corporation shall not be unreasonably withheld.

It is the responsibility of the employee to seek advice and fully understand the implications of salary sacrifice prior to entering into such an arrangement.

The pre-sacrificing salary shall comprise the employees' substantive gross salary for all purposes under this clause. This expressly includes, but is not limited to, superannuation, annual leave loading, and long service leave.

An application under this clause shall be in writing.

The individual agreement to salary sacrifice may be rescinded by the employee, provided that one (1) month prior written notice is given to the relevant payroll officer.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

The Corporation shall meet the costs of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement. This applies to internal costs only and excludes costs charged to the provider.

## **25. EN RESPONSIBILITY ALLOWANCE**

Where an EN is used to replace a rostered shift that is normally filled by a Registered Nurse (due to the unavailability of a Registered Nurse to fill this shift), payment of the equivalent of a RN level 1 2nd year will be made for that shift.

27. – SIGNATORIES

SIGNED ON BEHALF OF THE **CORPORATION OF THE CITY OF PORT AUGUSTA**

.....  
**Signature**

.....  
**Date**

.....  
**Name in Full**

.....  
**Position**

.....  
**Address**

.....  
Witness

.....  
**Witness Name in Full**

SIGNED ON BEHALF OF THE **AUSTRALIAN NURSING AND MIDWIFERY  
FEDERATION**

.....  
**Signature**

.....  
**Date**

.....  
**Name in Full**

.....  
**Position**

.....  
**Address**

.....  
Witness

.....  
**Witness Name in full**

<b>Classification</b>	<b>Current</b>	<b>FFPP on or after 1 Oct 10</b>	<b>FFPP on or after 1 Oct 2011</b>	<b>FFPP on or after 1 Oct 2012</b>
	Annual	3.5% Annual	3.5% Annual	3.5% Annual
<b>Enrolled Nurse (Certificate)</b>				
EN1 Year 1	41516	42969	44473	46030
EN1 Year 2	42406	43890	45427	47017
EN1 Year 3	43302	44817	46386	48009
EN1 Year 4	44196	45743	47344	49001
EN1 Year 5	45091	46669	48303	49994
EN1 Year 6	45986	47595	49261	50985
EN1 Year 7	46837	48476	50173	51929
<b>Enrolled Nurse (Diploma)</b>				
EN1 Year 1	43302	44817	46386	48010
EN1 Year 2	44195	45742	47343	49000
EN1 Year 3	45091	46669	48302	49993
EN1 Year 4	45985	47595	49261	50985
EN1 Year 5	46838	48477	50174	51930
EN1 Year 6	47699	49368	51096	52884
EN1 Year 7	48556	50256	52015	53835
<b>Registered Nurse Level 1</b>				
RN1/1	47274	48928	50641	52413
RN1/2	49551	51286	53081	54939
RN1/3	51906	53723	55603	57549
RN1/4	54241	56140	58104	60138
RN1/5	56564	58544	60593	62714
RN1/6	58887	60948	63081	65289
RN1/7	61205	63347	65564	67859
RN1/8	62695	64889	67160	69511
RN1/9	64114	66358	68681	71084
<b>Registered Nurse Level 2</b>				
RN2/1	65850	68154	70540	73009
RN2/2	67395	69754	72195	74722
RN2/3	68515	70914	73395	75964
RN2/4	69602	72038	74559	77169
<b>Registered Nurse Level 3</b>				
RN3 A/1	78352	81095	83933	86871
RN3 A thereafter	80859	83689	86619	89650
RN3 B	83366	86284	89304	92429
RN3 C	85866	88872	91982	95202
RN3 Z	75708	78358	81100	83939
<b>Registered Nurse Level 5</b>				
RN 5A	92560	95800	99153	102623
RN 5B	98129	101563	105118	108797
RN 5C	105595	109291	113117	117076
RN 5D	110494	114362	118364	122507
RN 5E	115663	119711	123901	128238

## CAREER STRUCTURE

### 1. Enrolled Nurse Classification Range (Additional Pay Point 6 and Pay Point 7)

#### 1.1 Implementation Date

- \* Appointments to the new Pay Point 6 are effective from 1 July 2001
- \* Appointments to the new Pay Point 7 are effective from 1 July 2002

#### 1.2 Progression

- \* Progression to the new Pay Point 6 is in accordance with Clause 5.2 of the Award.
- \* 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 from 1 July 2002 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.

### Registered Nurse Level 1 Classification Range (Additional Increments 8 and 9)

#### 2.1 Implementation Date

- \* The new structure applies from 1 January 2001
- \* Appointments to the new 8" increment are effective from 1 July 2001
- \* Appointments to the new 9" increment are effective from 1 July 2002

#### 2.2 Progression

All employees classified in the RN1 classification range will progress according to clause 5.3 of the Award

### 3. Introduction of Nurse Specialist Classification Range

The Nurse Specialist position recognises those Registered Nurses Level 1 staff who have undertaken higher education and have engaged in and continue to engage in professional development and participate in research relevant to the practice setting.

#### 3.1 Implementation Date

- \* Appointments to the Nurse Specialist classification are effective from 1 July 2001.

#### 3.2 Salary

- \* The salary for the Nurse Specialist position is based on the substantive RN I increment level plus 4% of RN1 1st increment.

#### 3.3 Criteria

The minimum essential criteria for this position are:

- \* At least four years experience as a Registered Nurse; 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.

#### \* Definition of Post Registration Qualification

Post registration qualification means:

- \* A Graduate Diploma or higher qualification; or
- \* A hospital based certificate obtained prior to the introduction of Graduate Diploma courses. Examples of hospital based certificates include:

Accident and Emergency	Neonatology
Anaesthetic & Recovery	Oncology
Cardiovascular	Operating Room
Critical Care	Orthopaedic
Cardiac Care	Psychiatric RN
Gerontic	Paediatric RN
Intensive Care -General	Renal
Intensive Care- Neonatal	Renal
Midwifery	

### 3.4 Classification

- \* The Nurse Specialist position may be obtained on a personal reclassification basis provided that the applicant meets the minimum essential criteria.
- \* The Nurse Specialist's substantive classification remains a RN1
- \* A Registered Nurse may only hold the title of Nurse Specialist while she/he continues to meet the minimum essential criteria.
- \* Where, at performance appraisal/review it has been identified that a Nurse Specialist has not met the minimum essential requirements during the review year, the Nurse Specialist will be allowed three months in order to meet the requirements of the position before he/she is required to return to his/her substantive RN1 level.

### 3.5 Progression

- \* All employees classified in the Nurse Specialist classification range will progress according to the Award provisions for incremental purposes

## 4. Registered Nurse Level 2 Classification Structure

### 4.1 Implementation Date

- \* Appointments to the new RN2 Year 3 are effective from 1 July 2002
- \* Appointments to the new RN2 Year 4 are effective from 1 July 2003

### 4.2 Progression

- \* At the new RN2 Year 1 and the new RN2 Year 2, Award provisions for incremental purposes apply
- \* Employees who have had 12 months effective service at the new RN2 Year 3, progress to the new RN2 Year 4
- \* Employees who have not had 12 months effective service at the new RN2 Year 3, do not progress to the new RN2 Year 4 until 12 months effective service is completed (that is, Award provisions for incremental purposes apply)

## Appendix C

### ON CALL ALLOWANCES AND RESPONSIBILITY ALLOWANCES

#### On Call Allowance

	Current	*1 <sup>st</sup> Oct 2010	*1 <sup>st</sup> Oct 2011	*1 <sup>st</sup> Oct 2012
	\$	\$	\$	\$
on call - mon-fri	24.00	24.84	25.70	26.60
on call - s/s/ph	42.00	43.47	44.99	46.56

\* on and from the beginning of the first pay week following

## Appendix D

### RN3 AND NURSE PRACTITIONER STRUCTURE

#### 1. RN3 Structure

Registered Nurse (Level 3) means an employee who is registered by the Nurses Board of South Australia as a Registered Nurse and who holds a current practising certificate and any other qualifications required for working in the employee's particular practice setting; (see Award Clause 8 for further definition of the generic level 3 role).

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

##### 1.1 Band A

This role ensures the delivery of quality nursing care to individuals and groups of patients ensuring a planned, integrated and outcome focussed approach.

This may encompass;

- \* coordination of the care delivery process within a designated patient care area; and/or
- \* the management of human and material resources for a designated population; and/or
- \* the development, coordination, implementation and evaluation of staff education, training and development strategies for a designated population; and/or
- \* provision of designated nursing services which have been classified at Registered Nurse (level 3) after consideration of their role and responsibilities

Terms:-

A patient care area means a typical ward or unit (for the type of client care provided), and/or a geographic or team based location of work. In an inpatient environment a patient care area is typically up to 35 beds and/or up to approximately 40 FTE.

A designated population typically means up to 150 FTE of staff.

##### 1.2 Band B

This role ensures the delivery of quality nursing care to individuals and groups of patients ensuring a planned, integrated and outcome focussed approach.

This may encompass;

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

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



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

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

- \* Advanced Clinical Practice

The Advanced Clinical Practitioner is differentiated by an increase in complexity of the role that requires the clinical practitioner to demonstrate advanced problem solving strategies that influence, manage and coordinate patient care over and above the Award definition of an RN3. These characteristics would be determined by the context in which they practice.

- \* Increased span of control.

This applies where a Level 3: -

- \* is clinically responsible for an area which is multi-ward based; or
- \* has an expanded span of control (ie is above the norm for the management or type of client care provided); or
- \* where the Level 3 is clinically responsible for service delivery in multiple locations (eg in ward plus home care plus ambulatory care); or
- \* Outstanding Performance

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

### 1.3 Band C

This role ensures the delivery of quality nursing care to individuals and groups of patients ensuring a planned, integrated and outcome focussed approach.

This may encompass;

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

Roles at Band C have a scope of work which encompasses National and/or Health system wide and/or Health Unit wide responsibility and accountability and involves the application of specialised knowledge which has a broad influence on the provision of nursing services

Roles at Band C: -

- \* involve the application of specialised knowledge which informs the practice of nursing in the agency as a whole rather than having application only to the area of specialisation; ie influence within the area of specialisation is not sufficient in itself but must be used in a way that affects practice in the health unit broadly;

- \* are used as resources by other Level 3 nurses and more senior nurses within the agency or beyond; ie is an adviser, mentor, expert to other nurses at level 3 or more senior nurses in the health care agency or used in this way by other health services;
- \* produce changes to practice in the health unit or beyond as a consequence of their interventions or advice. ie the Level 3 must be able to demonstrate outcomes in practice changes as a consequence of their work rather than simply point to the possession of knowledge or expertise;
- \* an assessment based on outstanding performance of an individual (in Band B) in the more complex aspects of the role.

## 2. Nurse Practitioner Structure

In order for appointment to the position of Nurse Practitioner to occur a health unit must firstly determine that the service delivery demand for the creation of such a position and role exists, in line with health unit strategic directions. Appointment can be made either by promotional appointment or, where appropriate, by personal reclassification.

The definition of Nurse Practitioner is for the purpose of classification under this Agreement and the parties will continue to keep these criteria under active review and may agree on changes to them during the life of the Agreement.

A Nurse Practitioner is a registered nurse, educated to function in an advanced clinical role. The scope of practice of the Nurse Practitioner will be determined by the context in which the Nurse Practitioner is authorised to practice by the Nurses Board of SA and may include legislative authority not currently within the scope of nursing practice.

### 2.1 Nurse Practitioner Band B

The Nurse Practitioner Band B exhibits a substantial proportion of the following characteristics:

- \* Clear authority for advanced scope of practice in an extended nursing role with autonomous decision making capacity
- \* Provides quality of care within the context of clinical practice by demonstrating mastery in all aspects of care
- \* Ensures clinical decision making at the highest level of competence through leading & developing nursing practice.
- \* Responsible for development, coordination, implementation and evaluation of quality nursing care for designated patient care/case load in an advanced clinical role
- \* Accountable for client outcomes
- \* Postgraduate qualifications are relevant to area of practice
- \* Actively contributes to own professional development
- \* Represents organisation on committees/forums/projects/related areas of practice where appropriate
- \* Undergoes accreditation through a formal process including peer review
- \* Works in collaboration with medical practitioners, other health care providers, consumers and health & welfare professionals/organisations
- \* Maintains a research profile by identifies, initiates, conducts, implements and/or guides research within area of clinical practice
- \* Provides professional development to nursing staff and/or other health care providers
- \* Develops and implements clinical protocols/standards
- \* Provides education to others in relation to area of expertise

### 2.2 Nurse Practitioner Band C

The following characteristics are required for Nurse Practitioner Band C, in addition to those described for a Nurse Practitioner Band B:

\* Autonomous delivery of nursing care and decision making within the health care team whose practice may extend beyond the health unit in which employed and may include all or some of the following;

- \* Initiates and receives referrals and manages clients accordingly
  - \* Prescribes and supplies medications and manages clients accordingly
  - \* Initiates and interprets diagnostic pathology and manages clients accordingly
  - \* Initiates and interprets radiology tests and manages clients accordingly
  - \* Initiates interventional therapies and manages clients accordingly
- \* Is used as a Consultant to the entire organisation, or state, health system, nationally or internationally in area of expertise
- \* Mentors others in relation to area of expertise and practice
- \* Publishes in refereed professional journals
- \* Holds postgraduate qualifications commensurate with level of autonomy and clinical privileges, which are specific and relevant to the practice scope. In addition this may include one or all of the following:
- \* Clinical Pharmacology, prescribing and supply of medications
  - \* Initiates and interprets diagnostic pathology and radiology tests

Method of applying for a review

An employee seeking a review of the above mentioned decision should do so in writing setting out the following details: -

- \* The classification sought
- \* The classification obtained
- \* The grounds for the review

This request must be made within 14 calendar days of the employee receiving written notification of a classification determination.

## APPENDIX E.



**PortAugusta**

CITY COUNCIL

### **NERRILDA NURSING HOME/A.M. RAMSAY VILLAGE**

#### **BURSARY AGREEMENT** **ENROLLED NURSING QUALIFICATION**

This agreement is made on the ..... day of ..... 20....

With the Corporation of the City of Port Augusta (hereafter called "the organisation") of the first part and .....(hereafter called "the student") of the second part.

1. The organisation agrees to make available to the student a bursary comprising payment of course fees for modules – leading to completion of the Enrolled Nurse qualification and up to \$100.00 towards the cost of essential books required for study. The organisation will also pay the student their average hours over the previous three years to their ordinary rate of pay during the final six (6) week acute clinical placement. All other study and leave will be the responsibility of the student to arrange.

The onus is on the student to prove attendance at outside places of study for which payment is required and relay such information to the Director of Nursing for approval each pay period.

2. In return for the payment of the above bursary the student is required to complete the said course within eighteen months of commence of the course.

3. On successful completion of the said course, the student is to enrol with the Nurses Board of SA and serve as an Enrolled Nurse for a period equivalent to three (3) years full time (5,928 hours) on at least a 0.6 FTE basis with the Corporation of the City of Port Augusta's Aged Care Facilities unless otherwise agreed.
4. The student agrees that should he/she fail to complete the approved course of training, he/she will refund to the organisation the full amount of monies that they have been paid.
5. If the student completes the Enrolled Nursing Certificate Course but fails to serve the organisation as an Enrolled Nurse for a period equivalent to three years (5,928 hours) full time on at least a 0.6 FTE basis, the student shall repay to the organisation the full allowance paid or a percentage based on hours completed. This will be at the complete discretion of the organisation.
6. The student will on completion of the Enrolled Nursing Certificate work at either of the Port Augusta City Council's Aged Care Facilities as directed by the organisation

Signed .....(\_\_\_\_/\_\_\_\_/\_\_\_\_)  
(student)

Signed on behalf of the Corporation of the City of Port Augusta:

.....(\_\_\_\_/\_\_\_\_/\_\_\_\_)



**Port Augusta**

CITY COUNCIL

**NERRILDA NURSING HOME/A.M. RAMSAY VILLAGE**

**BURSARY AGREEMENT**  
**REGISTERED NURSE QUALIFICATIONS**

This agreement is made on the .....day of..... 200....

With the Corporation of the City of Port Augusta (hereafter called "the organisation") of the first part and ..... (hereafter called "the student").

1. The organisation agrees to make available to the student a bursary comprising of:
  - 1.1 Annual student union fees over the 3 years of study on submission of evidence of payment;
  - 1.2 Up to \$200.00 per year towards the cost of essential books required for study on submission of evidence of purchase;
  - 1.3 The organisation will pay the cost of the student obtaining a Senior First Aid Certificate.
  - 1.4 The organisation will pay the student their average hours over the previous three years to their ordinary rate of pay when the student is required to be away from their usual work roster to attend required study for periods of 5 continuous or more days outside of the organisations own placements.

The onus is on the student to prove attendance at outside places of study or work placements and to relay such information to the Director of Nursing for approval each pay period.

All other study leave will be unpaid and will be arranged by the student. All HECS fees are to be paid by the student.

2. In return for the above payments the student must complete the Bachelor of Nursing Degree within 3 years of commencement of the degree and register as a General Nurse with the Nurses Board of South Australia immediately following receipt of necessary parchments.

The student is to remain in the employment of the Corporation of the City of Port Augusta's Aged Care Facilities for the duration of the study period and is to continue to serve as a Registered Nurse in the Corporation of the City of Port Augusta's Aged Care Facilities for a period of at least 3 years post graduation, equal to (5,928 hours) in at least a 0.6 FTE capacity. Employment will be in accordance with the conditions laid down by the Port Augusta City Council Aged Care Services/ANF Enterprise Bargaining Agreement.

3. If the student fails to complete the degree within the required 3 years the organisation will not support the student during any extra study time. Exceptional circumstances will be taken into consideration.  
If the student fails to complete the degree in its entirety the student will repay the organisation the full amount of the monies already paid including those monies paid to attend study and work placements.
4. If the student completes the nursing degree course but fails to serve the organisation as a Registered Nurse for a period equivalent to three years full time (5,928 hours) of at least 0.6 FTE basis, the student will repay the full amount of all monies paid by the organisation to the student as part of the bursary or a percentage based on the hours already completed. This amount will be directed by the organisation at their complete discretion.
5. The student will be required to work at either of the Corporation of the City of Port Augusta's Aged Care Facilities as directed by the organisation on completion of their nursing degree.

Signed: .....(\_\_\_\_/\_\_\_\_/\_\_\_\_)  
(student)

Signed on behalf of the Corporation of the City of Port Augusta:

.....(\_\_\_\_/\_\_\_\_/\_\_\_\_)