

PORT LINCOLN ABORIGINAL HEALTH SERVICE INCORPORATED NURSES ENTERPRISE AGREEMENT 2004

File No. 8498 of 2005

**This Agreement shall come into force on
and from 1 April 2004 and have a life
extending until 31 March 2006.**

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



DATED 2 FEBRUARY 2006.

COMMISSION MEMBER



UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT Port Lincoln Aboriginal Health Service Inc undertakes that the minimum standards for Carers Leave in Schedule 3 and the minimum standards for Bereavement Leave in Schedule 3A of the *Fair Work Act 1994* will be applied for the purpose of Clause 14 – Personal Leave of this Agreement.

DATED 2nd February 2006

COMMISSION MEMBER



PORT LINCOLN ABORIGINAL HEALTH SERVICE INC NURSES ENTERPRISE AGREEMENT 2004

1. TITLE

The title of this agreement is Port Lincoln Aboriginal Health Service Incorporated Nurses Enterprise Agreement 2004.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. AIMS AND OBJECTIVES OF AGREEMENT

The parties of this agreement share the following aims and objectives:

- 3.1 To promote adherence to the relevant awards, the Agreement and related statutory provisions.
- 3.2 To develop an environment where all parties are involved in decision making processes and are committed to cooperation.
- 3.3 To harmonise the concept of Aboriginal self-management with good industrial relation practices and to develop enhanced and culturally appropriate working conditions.

4. DURATION OF AGREEMENT

This agreement will remain in force for two years from 1st April 2004 to 31st March 2006.

5. SCOPE AND PARTIES BOUND

This Agreement binds:

Port Lincoln Aboriginal Health Service Incorporated
Employees of Port Lincoln Aboriginal Health Service Incorporated
covered by the Award listed in Clause 6
The Australian Nursing Federation

6. RELATIONSHIP TO AWARD

This Agreement applies in conjunction with the following:

- STATE AWARD – Nurses (South Australian) Award
- Where there are any inconsistencies, the terms of the Agreement shall prevail over Award provisions.

7. ABORIGINAL AND TORRES STRAIT ISLANDER SELF DETERMINATION

The Parties to this Agreement recognise the right to self-determination of Aboriginal and Torres Strait Islander people.

Recognition of Aboriginal and Torres Strait Islander self-determination means that the parties will not involve themselves in issues which are part of the internal affairs of Aboriginal and Torres Strait Islander organisations unless they are industrial matters and that in dealing with any industrial matters, particularly where dispute resolution is contemplated, cultural difference will be taken into account.

The parties are the Union and the respondent Port Lincoln Aboriginal Health Service Inc.

8. RENEGOTIATION OF AGREEMENT

The parties will start negotiating in respect of a new Agreement at least three months before this Agreement expires.

9. WAGES

9.1 Salary Adjustments

(a) The salary increases provided by this clause apply to all classifications and absorb any subsequent adjustments arising from Safety Net Reviews awarded by the South Australian Industrial Relations Commission during the life of the Agreement.

(b) The increases also take into account all work practice changes and improved efficiency initiatives already implemented as well as the ongoing implementation of productivity/efficiency measures during the life of the Agreement.

(c) It is agreed that nursing staff employed subject to this Agreement will, whilst it remains in operation, have applied to their employment, the rates of pay, classification structure and related provisions provided for within the *Nurses (South Australian Public Sector) Enterprise Agreement 2001*. The first pay adjustment will apply from the first full pay period after 1 April 2004.

The actual salary schedule is attached as appendix A.

10. SALARY PACKAGES

10.1 Employees (not including casual employees) may access a salary package with the employer by arranging a salary sacrifice of up to the limit of 30%.

10.2 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the gross figure of \$15,450 (which when grossed up equals \$30,000 as prescribed by the ATO) of their remuneration in a form other than take home pay.

10.3 Where an employee enters into a salary sacrifice arrangement with Pt Lincoln Aboriginal Health Service (PLAHS) the employee will indemnify PLAHS against any taxation liability arising from that arrangement.

10.4 PLAHS will nominate a provider of salary sacrifice services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.

10.5 PLAHS shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement.

10.6 All existing entitlements such as superannuation, leave loading, penalties and overtime etc, will be based on the pre-packaged salary.

10.6 The employees covered under this agreement will have access to salary sacrifice arrangements subject to the following provisions:

10.6.1 Access a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.

10.6.2 The individual wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:

10.6.2.1 they have sought expert advice in relation to entering into such an arrangement and;

10.6.2.2 they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to PLAHS does not increase.

10.6.2.3 If the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per the award or specified schedule identified in clause 9 of this Agreement;

10.6.2.4 that upon resignation or termination of employment PLAHS shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.

10.6.3 Benefits available to be packaged are as defined in this clause.

Subject to the terms and conditions contained in this Enterprise Agreement, PLAHS shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable under the relevant Award consisting of:

10.6.3.1 A benefit component of not more than the allowable amount of the employee's ordinary time wages under the relevant award payable for the following as defined by the policy and procedures of PLAHS.

10.7 Any agreement made pursuant to this clause is terminable by either party providing at least 14 days notice of withdrawal from such agreement.

10.8 The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight. These fees are fixed for a period of 3 years under contract with the administrative provider.

10.9 These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBI's) and may be negotiated accordingly.

11. ORDINARY HOURS

Having regard to the need to maintain operational efficiency and satisfactory client needs as the primary consideration the span of ordinary hours and core working times for nursing staff will be 76 hours per fortnight.

12. CAREER STRUCTURE

12.1 **The Registered Nurse Level 1 (RN1)** classification range is extended by 2 increments over the life of the agreement with automatic progression to the first new increment available from 1st April 2004. Automatic progression to the second new increment to be available from 1st April 2005.

12.2 A new **Nurse Specialist** classification range is introduced from 1st April 2004. 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;

- (a) The **Nurse Specialist** position recognises those Registered Nurse 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.
- (b) **Implementation date** – Appointments to the Nurse Specialist classification are effective from certification of the Enterprise Bargaining Agreement.
- (c) **Salary** – The salary for the Nurse Specialist position is based on the substantive RN1 increment level plus 4% of RN1 1st increment.

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

Accident & 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	Stomal Therapy
Midwifery	

- (e) **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.

13. PART TIME AND CASUAL EMPLOYMENT

13.1 Where a casual employee who is regularly rostered, works beyond 15 hours per week on a regular basis, and would otherwise be regarded under the Award as a Part-time employee, the employer and

employee may mutually agree that they remain classified as a casual employee.

13.2 Alternatively, an employee who is rostered to work regularly but would otherwise be regarded under the Award as a casual employee may apply in writing for consideration by the employer to become a part-time employee and therefore have access to all the pro-rata benefits which accrue to part-time employees.

14. PERSONAL LEAVE

The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

14.1 Amount of paid personal leave

14.1.1 Paid personal leave will be available to an employee when they are absent due to:

- (a) Personal illness or injury (sick leave); or
- (b) For the purpose of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- (c) Because of bereavement on the death of an immediate family or household member (bereavement leave).

14.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

- (a) One working day per month will be available in the first year of service;
- (b) Fourteen days will be available per annum in the second, third and fourth years of service;
- (c) Twenty-one days for each year thereafter.

14.1.3 If the full period of personal leave as described above is not taken in any year, such proportion as is not taken shall be cumulative from year to year.

14.2 Immediate family or household

14.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

- (a) A member of the employee's immediate family; or

(b) A member of the employee's household.

14.2.2 The term **immediate family** includes:

- (a) Spouse (including former spouse, a de facto spouse and a former de facto spouse or same sex spouse) of the employee. A de facto spouse means any person who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.

14.3 Sick leave

14.3.1 An employee is entitled to use up to twelve days of the current year's personal leave entitlement as sick leave in the first year of service and fourteen days in the second, third and fourth years, and 21 days in each subsequent year.

14.3.2 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

14.3.3 In the event of an employee becoming sick and unfit for duty, and certified as such by a legally qualified medical practitioner, he/she shall be entitled for sick leave on full pay as follows:

- (a) During the first year of service, one working day for each month of service;
- (b) During the 2nd, 3rd and 4th years of service, fourteen working days in each year;
- (c) Thereafter 21 working days in each year.

Provided that no more than three single working days in any one year may be taken without the production of a medical certificate.

14.3.4 If the full period of sick leave as described above is not taken in any year, such proportion as is not taken shall be cumulative from year to year.

14.4 Bereavement leave

14.4.1 An employee is entitled to 5 days bereavement leave per year.

14.4.2 Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to sixteen hours unpaid leave.

14.4.3 An employee shall, on the death or serious illness within Australia of a wife, husband, father, mother, child, stepchild, brother, sister, father-in-law or mother-in-law, uncle, aunt, grandparents, or other person where a family relationship can be demonstrated, be entitled to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work. Proof of such a death, or in the case of serious illness, dependence for care of such relation, shall be furnished by the employee to the satisfaction of the employer. Provided however, that this clause shall have no operation, while the period of entitlement to leave under it, coincides with any other periods of entitlement to leave.

14.5 Carers Leave

14.5.1 An employee with responsibilities in relation to either members of their immediate family or members of the household who need care and support shall be entitled to use, in accordance with this subclause, any accrued personal leave entitlement for absence to provide care and support for such persons when they are ill.

14.5.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

14.5.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

14.5.4 An employee may take unpaid carer's leave by agreement with the employer.

15. CEREMONIAL LEAVE

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes shall be entitled to up to ten working days unpaid leave in any one year, provided leave is granted with the employer's authority.

16. STUDY LEAVE

For the purpose of this clause, study leave shall mean leave to attend courses or seminars approved by the employer which are designed to enhance the employee's knowledge and skills relative to the employer's service. It shall also include courses developed and conducted by the employer and referred to herein as **in service courses**.

16.1 Employees attending in service courses shall be paid for such time and shall be reimbursed all expenses incurred by their attendance hereof.

16.2 Applications for leave to attend external courses shall be considered on their individual merits.

16.3 Where it can be shown that operation of the Aboriginal and Torres Strait Islander Health Service will not be unduly inconvenienced and that in the employer's view undertaking such a course will benefit clients of the Aboriginal and Torres Strait Islander Health Service then the application shall be approved.

16.4 Employees shall have completed six months service before becoming entitled to the provisions of this clause. However, the employer may grant such leave at any time for the purpose of necessarily improving the service offered to clients.

16.5 The cost associated with such courses shall be borne by the employer up to a maximum of two weeks wages.

16.6 Study leave for employees to attend fulltime studies at an approved tertiary institute may be granted provided that:

- (a) Outside funding is provided for replacement for the period of the study leave through an approved program or training scheme;
- (b) The employee agrees to the conditions applicable to the approved program or training scheme;

(c) The employee may take leave without pay for the period of the study leave.

16.7 5 hours study leave per week can be granted for full-time staff undertaking study, pro-rata leave can be granted for permanent part-time staff.

17. DISPUTES SETTLEMENT PROCEDURE

17.1 Without prejudice to any party and except where a bona fide safety issue is involved, the parties shall ensure that the continuation of work and work practices applied during the operation of these procedures are in accordance with established custom and practice at the workplace. Where a bona fide safety issue exists, an employee shall not work in an unsafe environment but where appropriate, accept reassignment to alternative suitable work in the meantime.

17.2 Subject to the *Fair Work Act 1994*, any grievance, or potential dispute, shall be dealt with in the following manner:

(a) Should any matter arise which gives cause for concern to an employee he/she shall raise such matter with his/her immediate supervisor/program coordinator. The employee/s may appoint another person to act on their behalf including a Worksite Representative of their union.

Subject to 18.2 (a) and 18.2.(f) where the WSR is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor/program coordinator.

(b) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management of the Aboriginal and Torres Strait Islander Health Service as appropriate. The employee may invite a union official or other representative to be involved in the discussions. The Aboriginal and Torres Strait Islander Health Service may also invite into the discussions an officer of the employer organisation to which the Aboriginal and Torres Strait Islander Health Service belongs.

Subject to 18.2(a) and 18.2(f) where the WSR is involved he/she shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

- (c) If the matter remains unresolved, the Aboriginal and Torres Strait Islander Health Service may refer it to a more senior level of management, to its Board of Directors or to a more senior officer within the employer organisation. The employee may invite a more senior union official (such as State or National Secretary of the ANF) or other representative to be involved in the discussions.
- (d) In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission of South Australia for assistance in resolving the matter.
- (e) The parties, at all times, confer in good faith and without undue delay.
- (f) The ANF will at all times recognise the right to self determination of Aboriginal people and will act at all times in accordance with clause 7.

18. NOTICEBOARD

- 18.1 The employer shall permit a notice board to be erected for the purpose of posting any notices thereon in connection with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the union.
- 18.2 A copy of this award shall be available for the perusal of employees.

19. SIGNATORIES

SIGNED on behalf of the **Australian Nursing Federation SA**

.....

.....
Date

.....
Name in full

.....
Position

.....
Witness

SIGNED on behalf of the **Port Lincoln Aboriginal Health Service**

.....

.....
Date

.....
Name in full

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Position

.....
Witness

.....
Witness Name in full

APPENDIX A

PORT LINCOLN ABORIGINAL HEALTH SERVICE INC
NURSES ENTERPRISE AGREEMENT 2004

WAGE SCHEDULE

Classification	1/4/04	Per Fortnight	Ordinary Hourly Rate	Casual Hourly Rate + 20%
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Registered Nurse Level 1

RN1 Year 1	36085	1383.45	18.20	21.84
RN1 Year 2	37776	1448.28	19.06	22.87
RN1 Year 3	39468	1513.15	19.91	23.89
RN1 Year 4	41157	1577.90	20.76	24.91
RN1 Year 5	42849	1642.77	21.62	25.94
RN1 Year 6	44541	1707.64	22.47	26.96
RN1 Year 7	46248	1773.09	23.33	28.00
RN1 Year 8	47387	1816.75	23.90	28.69
RN1 Year 9	48494	1859.19	24.46	29.36

Nurse Specialist

RN1/5	44293	1698.13	22.34	26.81
RN1/6	45984	1762.96	23.20	27.84
RN1/7	47691	1828.41	24.06	28.87
RN1/8	48831	1872.12	24.63	29.56
RN1/9	49938	1914.56	25.19	30.23

Registered Nurse Level 2

New				
RN2/1	50178	1923.76	25.31	30.38
RN2/2	51305	1966.96	25.88	31.06
RN2/3	52153	1999.48	26.31	31.57
RN2/4	52966	2030.65	26.72	32.06

Registered Nurse Level 3

Band A Year1	59227	2270.68	29.88	
Thereafter	61129	2343.60	30.84	
Band B	63031	2416.52	31.80	
Band C	64934	2489.48	32.76	
RN3Z	57223	2193.85	28.87	