

**REGISTERED NURSES, MIDWIVES AND
ENROLLED MENTAL HEALTH NURSES
AUSTRALIAN NURSING FEDERATION
WA HEALTH
INDUSTRIAL AGREEMENT 2007**

*Implementation Guidelines
and
Explanatory Notes*

ISSUE DATE

15 February 2008

Version (1)

INTRODUCTION

This document provides assistance in implementing the Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2007 (the Agreement).

A copy of the Agreement can be accessed at www.health.wa.gov.au/awardsandagreements.

These *Implementation Guidelines and Explanatory Notes* should be read in conjunction with the Agreement, it is not intended to be read as a stand alone document.

The Agreement has incorporated all relevant conditions from the Nurses' (ANF – WA Public Sector) Award 2002 and the Nurses (WA Mental Health Services) Award 2003. All conditions are now contained in the Agreement without need to refer to the Awards, providing a document that is easier to read and comprehend.

IMPLEMENTATION GUIDELINES AND EXPLANATORY NOTES

Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2007

Clause 1. – Title

This clause specifies the title of the Agreement as the *Registered Nurses, Midwives and Enrolled Mental Health Nurses – Australian Nursing Federation – WA Health Industrial Agreement 2007* (the Agreement), which replaces the *Registered Nurses and Enrolled Mental Health Nurses – Australian Nursing Federation – Department of Health Certified Agreement 2005*. (AG840739 PR959126)

Clause 3. – Definitions

Comprehensive definitions have been included to clarify terminology used in the Agreement.

Clause 4. – Area, Incidence and Parties Bound

This clause identifies the parties bound by the Agreement and the employees to whom the Agreement applies.

Clause 5. – Date and Period of Operation

The Agreement is effective from the date of Registration (13 February 2008) until its expiry on 30 June 2010 provided that:

- Clause 14 – Salaries and Classifications – the 1st pay increase applies on and from 1 July 2007.
- Clause 19 – Qualification Allowance – applies on and from 1 July 2007.
- Clause 23 – Shift Work Allowances – increases to the afternoon loading from 12.5% to 15% and to the night shift loading from 20% to 35% will apply on and from 1 January 2008.

The Western Australian Industrial Relations Commission 'Registered' the Agreement on 13 February 2008.

Clause 6. – Relationship to Awards and Agreements

This clause specifies that the Agreement is comprehensive applies to the exclusion of the *Nurses' (ANF – WA Public Sector) Award 2002* and the *Nurses (WA Mental Health Services) Award 2003*. In this respect, the Agreement prescribes all conditions of employment, other than those prescribed by policy.

Clause 7. – No Further Claims

The parties agree that there will be no further claims with respect to any matter covered by the Agreement, except where specifically provided for.

Provided that, the parties will commence, on 30 March 2009, a review of the salary rates payable in the third year of the Agreement, having regard to interstate relativities. No undertaking as to the outcome of such review is given.

Clause 8. – Agreement Flexibility

This clause provides for the Employer and the Federation and the majority of affected nurses to agree to alternative terms and conditions in substitution to those specified in the Agreement.

Clause 9. – Workload Management (Nursing Hours per Patient Day)

Nursing workloads will continue to be managed in accordance with the principles established in the *Nurses (WA Government Health Services) Exceptional Matters Order 2001*.

During the life of the Agreement the parties agree to review the Nursing Hours per Patient Day Benchmarks (which are contained in Schedule B of the Agreement).

Clause 11. – Employment Categories

This clause provides clarification for the payment of casuals.

The 20% Casual Loading is not applied to Shift Penalty Rates, nor are the Shift Penalty Rates applied to the Casual Loading.

A casual nurse who works ordinary hours which attract shift and/or weekend penalty rates is paid as follows:

$$\text{Ordinary Rate of Pay} + (\text{Ordinary Rate of Pay} \times 20\%) + (\text{Ordinary Rate of Pay} \times \text{Shift Penalty Rate}) = \text{Payment}$$

Where :

Ordinary Rate of Pay = the salary rate prescribed for the applicable classification; and
Shift Penalty rate = 15% or 35% or 50% or 75%

A casual nurse who works ordinary hours on a public holiday is paid as follows:

$$\text{Ordinary Rate of Pay} + (\text{Ordinary Rate of Pay} \times 20\%) + (\text{Ordinary Rate of Pay} \times 150\%) = \text{Payment}$$

Where :

Ordinary Rate of Pay = the wage rate prescribed for the applicable classification; and
150% = the public holiday penalty rate

Clause 14. – Salaries and Classifications

New rates to be effective from 1 July 2007, 1 July 2008 and 1 July 2009.

INCREMENTAL PROGRESSION FOR PART TIME AND CASUAL NURSES

An employee, including a casual employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

Employees who reach the full time equivalent hours (1976 hours) before two years have elapsed will progress to the next experience increment upon reaching the full time equivalent hours.

The following relates to the application of this condition to casual nurses.

The relevant provisions are set out in sub clause (1) (d) of Clause 11 Employment Categories of the Agreement;

“(d) The employer will take into account prior experience when determining the appropriate salary for casual employees”;

and further in sub clauses (3)(a), (8) and (9) of Clause 14 Salaries and Classifications of the Agreement:

“Progression through the increments for a [relevant category of nurse] will occur by annual increments, having regard to the acquisition and utilisation of skills and knowledge through experience in the practice setting(s) over such period. Provided that, an employee, including a casual employee, who has worked an average of 24 hours per week, or less, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the level in which the employee is employed.

Provided further that those employees who reach the full time equivalent hours (1976 hours) before two years have elapsed will progress to the next experience increment upon reaching the full time equivalent hours.

On each occasion a casual nurse is engaged an assessment of prior experience and determination of commencing salary, pursuant to sub clause (1) (d) of Clause 11 Employment Categories of the Agreement, is technically required to be made.

Sub clauses (3)(a), (8) and (9) of Clause 14 Salaries and Classifications of the Agreement provides guidance on what parameters should be applied where a casual employee works regularly for a health service.

Equivalent weighting should also be given to work as a nurse outside the health service where this information is made available to the health service by the casual employee.

A number of allowances have been adjusted in accordance with pay increases applicable during the life of the Agreement.

Clause 19. – Qualification Allowance

An ongoing Qualification Allowance (replacing the previous one-off payment arrangement) has been included in the Agreement.

Dependant upon the type of qualification, the allowance ranges from 3.5% to 5.5% of the Level One maximum rate and is paid fortnightly (pro rata for part time Registered Nurses and Midwives) and is payable during all forms of paid leave.

The Qualification Allowance will apply from 1 July 2007 or from such later date at which the employee acquires the relevant qualification that is relevant to the employee's current practice or position or role.

A Qualification Allowance Form, including instructions to assist in the completion of the application form, is accessible online under “Forms” at <http://hcn-intranet.hdwa.health.wa.gov.au> in either electronic or printable versions. Once the employee has completed sections (A) to (D) of the form it is to be emailed, faxed or mailed to the Director of Nursing/Delegated Authority for approval along with a copy of the highest qualification applicable to the claim for Qualification Allowance relevant to the employee's current practice, position or role.

Where an application for a Qualification Allowance is not approved by the Director of Nursing/Delegated Authority, the application will be submitted for review to the Independent Review Panel comprising of the Chief Nursing Officer, a nominee of the Director General and a nominee of the Secretary of the Federation.

QUALIFICATION ALLOWANCE – TRANSITIONAL ARRANGEMENTS FOR ENTITLEMENT TO ONE-OFF PAYMENT PURSUANT TO THE REPLACED REGISTERED NURSES AND ENROLLED MENTAL HEALTH NURSES – AUSTRALIAN NURSING FEDERATION – DEPARTMENT OF HEALTH CERTIFIED AGREEMENT 2005 (THE 2005 AGREEMENT)

There is continued limited access to the entitlement to the 'one off qualification allowance' under the Clause 11 of the replaced Registered Nurses and EMHN ANF- Department of Health Certified Agreement 2005 (the 2005 Agreement). Unless the employees 12 months qualifying period is after the Registration of the Agreement, and provided they meet all of the qualifying criteria prescribed in Clause 11 to be entitled to this payment, the employee may have up to a 6 year time period (statute of limitations) to make an application for the 'one off qualification allowance' if the employee can show they had an entitlement to the 'one off qualification allowance' prior to 13 February 2008.

Any entitlement to the 'one off qualification allowance' is paid at the rate applicable as at the date that the employee became eligible for the allowance. Sub clause 11(5) of the 2005 Agreement relevantly provides:

- (5) The allowance that is payable is 3% of the current base rate salary of the Employee, as at the date at which the Employee became eligible to be paid the allowance (i.e. on the expiry of the 12 months referred to above).

Clause 20. – Higher Duties Allowance

The Agreement amends the Shift Coordination Allowance provision to remove the requirement that payment is subject to the absence of a higher qualified nurse.

The Agreement also includes the provision of a Responsibility Allowance for Level 1 Registered Nurses who are responsible for a hospital where there is no higher-level nurse on duty.

Clause 23. – Shift Work Allowances

The Agreement increases the afternoon shift loading from 12.5% to 15% effective on and from 1 January 2008.

The Agreement increases the night shift loading from 20% to 35% effective on and from 1 January 2008.

Clause 24. – Post Mortem Allowance

The Agreement adjusts the rate of allowance in accordance with increases over the life of the Agreement.

Clause 25. – Hours of Work and Rostering

Graduate Registered Nurses will now be entitled to accrue days off (ADOs) on the same basis as other nurses.

Clause 27. – Overtime

The Agreement adjusts the rate of meal allowance in accordance with increases over the life of the Agreement.

Clause 28. – On Call and Recall

The Agreement clarifies the on call and recall entitlements for casual employees.

The Agreement contains a new provision prescribing the application of a 9.5 hour break for employees on call who are required to return to work on overtime.

Clause 31. – Annual Leave Travel Concessions

Annual leave travel concession provisions have been enhanced to include travel time for employees whose headquarters are located 240km or more from Perth and provisions for employees engaged in South East areas. Provision also allows for concessions to be used for partner/dependants of the employee to travel to them in lieu.

Clause 32 – Long Service Leave

Long service leave provisions have been enhanced to allow for the taking of accrued leave on a single day basis. With the approval of the Employer, a nurse may also work casual shifts during long service leave.

Clause 34 – Personal Leave

The personal leave provisions have been enhanced to allow unpaid leave for casual employees undertaking caring responsibilities and entitling casuals to not be available to attend work or to leave work. Casual employees are not entitled to any payment for the period of non-attendance.

Clause 35. – Bereavement Leave

Casual employees can access this entitlement for the time that they had previously been advised they were expected to work. This can be by way of an indicative roster, determined pre agreed hours; or subject to employer confirmation, hours that the employee would reasonably have been expected to work.

Clause 36. – Cashing Out Leave Entitlements

Accrued public holidays have been added to the types of leave that may be cashed out.

Clause 37. – Parental Leave

The clause has been substantially amended to reflect changes to Government Policy.

Paid parental leave has been increased to:

- 12 weeks paid parental leave (commencing on and from 1 July 2007)
- 14 weeks paid parental leave (commencing on and from 1 July 2008)

Clause 49. – District Allowance

This clause reflects the provisions of the *District Allowance (Government Wages Employees) General Agreement 2005*.

Clause 55. – Uniform and Laundry Allowance

The Agreement adjusts the rate of allowance in accordance with increases over the life of the Agreement.