



OPERATIONAL CIRCULAR

Enquiries to: Craig Gleeson
9222 4214

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Subject: ENROLLED NURSES AND NURSING ASSISTANTS (WA GOVERNMENT HEALTH SERVICES) ENTERPRISE AGREEMENT 2002 COST VARIATION NO 11-023-07

The Western Australian Industrial Relations Commission issued the attached Order registering the Enrolled Nurses and Nursing Assistants (WA Government Health Services) Enterprise Agreement 2002 on 15 August 2002.

The Agreement operates from 15 August 2002 until its nominal expiry date of 6 October 2004 provided that:

Clause 8.3.2 – loading payable for employees working night shift applies on and from 7 June 2002, and

Clause 11 – Wages – the first wage increase applies on and from 7 June 2002.

A complete copy of the Agreement is also attached.

Any queries regarding the implementation of this Agreement should be directed to Craig Gleeson, Labour Relations on 9222 4214.

Brian Troy
DIRECTOR, WORKFORCE

ENROLLED NURSES AND NURSING ASSISTANTS (WA GOVERNMENT HEALTH SERVICES) ENTERPRISE AGREEMENT 2002

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES HON MINISTER FOR HEALTH AND OTHERS

APPLICANTS

-v-

AUSTRALIAN LIQUOR, HOSPITALITY AND MISCELLANEOUS WORKERS UNION, WESTERN AUSTRALIAN BRANCH

RESPONDENT

CORAM COMMISSIONER P E SCOTT

DATE OF ORDER MONDAY, 19 AUGUST 2002

FILE NO AG 112 OF 2002

CITATION NO. 2002 WAIRC 06252

Result Agreement registered

Order

HAVING heard Mr C Gleeson on behalf of the Hon Minister for Health and Others and Mr G Tyrrell on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, Western Australian Branch, and by consent, the Commission, pursuant to the powers conferred under the Industrial Relations Act, 1979, hereby orders:

THAT the Enrolled Nurses and Nursing Assistants (WA Government Health Services) Enterprise Agreement 2002 in the terms of the following schedule be registered on the 15th day of August 2002 and shall replace those agreements listed in Schedule E.

(L.S.) (Sgd.) P.E. SCOTT

COMMISSIONER P E SCOTT

**ENROLLED NURSES AND NURSING ASSISTANTS (WA GOVERNMENT
HEALTH SERVICES) ENTERPRISE AGREEMENT 2002**

NO. AG 112 OF 2002

1. TITLE

This Agreement is the Enrolled Nurses and Nursing Assistants (WA Government Health Services) Enterprise Agreement 2002 (this Agreement).

2. ARRANGEMENT

1. TITLE
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SCHEDULE F – SHIFT PENALTIES PAYABLE DURING LIFE OF THE AGREEMENT.

3. SCOPE AND PARTIES BOUND

This is an Agreement between the Respondents to the Agreement (Schedule D) and the Australian Liquor, Hospitality and Miscellaneous Workers Union, WA Branch (the Union), in relation to employees who are paid pursuant to the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (the Award).

The estimated number of employees bound by this Agreement at the time of registration is 1954.

4. DATE AND TERM

4.1 This Agreement shall operate from the date of registration until its expiry on 6 October 2004 and replaces and supersedes the Agreements listed in Schedule E of this agreement: provided that:

- (i) Clause 8.3.2 – loading payable for employees working night shift applies on and from 07 June 2002; and
- (ii) Clause 11 – Wages applies on and from 07 June 2002.

4.2 The parties undertake to commence negotiations for a replacement agreement in April 2004.

5. RELATIONSHIP TO AWARD

This Agreement shall be read and interpreted in conjunction with the Enrolled Nurses and Nursing Assistants (Government) Award No 7 of 1978 (The Award) and the Miscellaneous Government Conditions and Allowances Award No A4 of 1992 provided that where an inconsistency exists between this Agreement and the respective Awards this Agreement shall take precedence.

6. AIMS OF AGREEMENT

6.1 The parties agree to continue to support initiatives and recommendations of the Report of the W A Study of Nursing and Midwifery – New Vision New Direction.

6.2 The parties are committed to the process and timeframes provided for in the Exceptional Matters Order (print PR 914192) as it relates to determining and regulating workloads for Enrolled Nurses and Nursing Assistants.

7. WORKPLACE REFORM

7.1 The employees and the employer are committed to continually improving the delivery of care and services to patients.

- 7.2 The parties recognise that due to operational needs, no single rostering arrangement will be appropriate for all hospital/health services. The parties therefore agree to adopt a flexible approach to hours of duty with a view to developing effective and efficient options for hospital/health services.
- 7.3 To achieve efficiencies in rostering methods, the principles and guidelines provided in Schedule B are to be utilised and shall be consistent with the terms of the Award and this Agreement.
- 7.4 Employees who wish to alter their posted rosters (that is, rosters posted within the time frame as specified in the Award), will have the responsibility to find an appropriate replacement within existing staff. The employer reserves the right to veto any such staffing changes on the grounds that patient care will be compromised.

8. SHIFT WORK

This clause replaces Clause 24 “Shift Work” of the Enrolled Nurses and Nursing Assistants (Government) Award No. R 7 of 1978.

8.1 For the purposes of this clause:

8.1.1 “**Afternoon Shift**” means any rostered shift, which commences on or after 12.00 noon and finishes after 6 pm on weekdays.

8.1.2 “**Night shift**” means any rostered shift, which commences on or after 8.30pm.

8.1.3 “**Saturday shift**” means ordinary hours worked between midnight on Friday and midnight on the following Saturday.

8.1.4 “**Sunday shift**” means ordinary hours worked between midnight on Saturday and midnight on the following Sunday.

8.1.5 “**Public Holiday shift**” means ordinary hours worked on any public holiday named in Clause 11 of the Award.

8.2 The afternoon shift allowance shall not apply to an employee who on any day commences his/her ordinary hours of work after 12.00 noon and completes those hours before 6pm.

8.3 In addition to the ordinary rate of wage prescribed in this Agreement the following will apply:

8.3.1 A loading of 12.5% or pro rata for part thereof will be paid to an employee rostered on afternoon shift for each hour worked.

8.3.2 A loading of 20% per hour or pro rata for part thereof shall be paid to an employee rostered on night shift for each hour worked.

8.3.3 A loading of 50% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Saturday Shift for each hour worked.

- 8.3.4 A loading of 75% per hour or pro rata for part thereof shall be paid to an employee rostered to work on Sunday shift for each hour worked provided that the loading paid shall not be less than \$14.00 per hour.
- 8.3.4 (a) The exception is for any employee employed after 6 December 1999 or any employee who was employed prior to the 6 December 1999 and did not receive the Sunday shift penalty on a consistent basis shall be paid a loading of 75% for each hour worked on Sunday shift.
- 8.3.5 Notwithstanding Clause 11 of the Award a loading of 50 % per hour or pro rata for part thereof shall be paid to an employee rostered to work on a Public Holiday for each hour worked.
- 8.4 The rates prescribed in subclauses 8.3.1, and 8.3.2 shall be in substitution for and not cumulative on the rates prescribed in subclauses 8.3.3, 8.3.4 and 8.3.5.
- 8.5 Where an employee works a broken shift each portion of that shift shall be considered a separate shift for the purpose of this clause. Provided that a shift broken by a meal break of one hour or less shall not constitute a broken shift.
- 8.6 An employee who regularly performs shift and weekend work shall be paid Accrued days(s) Off including shift or weekend penalties, when those days are taken as leave and at the rate which applied when they were accumulated.
- 8.7 Where the ordinary hours of work span 12 midnight on a Friday night or Sunday night the additional payments for shift work and work during the weekend shall be made by calculating for each part of the shift according to the rate applicable for the additional payment for shift work and work during the weekend as the case may be.
- 8.8 The provisions of this clause shall not apply to community nurses or enrolled community nurses.

9. NIGHT SHIFT ARRANGEMENTS

The parties agree that the preferred staffing arrangements for night duty are by a permanent night shift workforce.

10. ACCRUED DAYS OFF

- 10.1 Accrued days off may be accumulated, provided that, where an employee has accumulated 11 or more days off, the employer may direct the employee in any year to take any number of days off in order to progressively reduce the accumulated days off to 10, provided that the employer must give not less than:
- (a) Twenty four (24) hours notice to the employee where one accrued day off is to be taken;

- (b) Two weeks notice to the employee where two or more accrued days off are to be taken consecutively.

11. WAGES

11.1 The weekly rates of pay payable to employees covered by this Agreement shall be as follows:

11.1.1 Enrolled Nurses

	A	B	C	D
Level 1	\$563.90	\$589.20	\$612.80	\$634.60
Level 2	\$574.80	\$600.60	\$624.70	\$646.00
Level 3	\$591.10	\$617.60	\$642.40	\$657.40
Level 4	\$605.10	\$632.40	\$657.60	\$684.10

11.1.2 Advanced Skills Enrolled Nurse

	A	B	C	D
Level 5	\$646.10	\$675.10	\$702.10	\$729.60

11.1.3 Nursing Assistants

	A	B	C	D
Year 1	\$501.90	\$524.50	\$545.50	\$570.00
Year 2	\$513.80	\$536.90	\$558.40	\$581.40
Year 3	\$525.80	\$549.50	\$571.50	\$596.60

- (i) The rates prescribed in Column A above are payable from 7 June 2002 and will be payable on Registration of this Agreement.
- (ii) The rates prescribed in Column B above are payable from 7 June 2003.
- (iii) The rates prescribed in Column C above are payable from 7 June 2004.
- (iv) The rates prescribed in Column D above are payable from 6 August 2004.

12. HIGHER DUTIES ALLOWANCE

12.1 Where an enrolled nurse is required at the request of the Director of Nursing or delegate to temporarily perform the duties of an Advanced Skills Enrolled Nurse (Level 5) for two or more hours in any one shift such employees shall be paid at the Level 5 rate of pay for the entire shift.

12.2 Where an enrolled nurse is required to be on duty where the Health Service Manager/Registered Nurse is on call will be paid at the Advanced Skills Enrolled Nurse

(Level 5) rate for the entire shift. Provided where the Enrolled Nurse is in receipt of the allowance in accordance with 12.1 this subclause will not apply.

13. REMUNERATION PACKAGING

- 13.1 An employee may, by agreement with the Employer, enter into a salary packaging arrangement.
- 13.2 Salary packaging is an arrangement whereby the entitlements under this Agreement, contributing toward the Total Employment Cost (as defined) of an employee, can be reduced by and substituted with another, or other benefits.
- 13.3 For the purpose of this clause, Total Employment Cost (TEC) is defined as the cost of salary and other benefits aggregated to a total figure or TEC, less the cost of Compulsory Employer Superannuation Guarantee contributions.
- 13.4 The TEC for the purposes of salary packaging, is calculated by adding:
- (a) The base salary;
 - (b) Other cash allowances, eg. annual leave loading;
 - (c) Non cash benefits, eg. superannuation, motor vehicles etc;
 - (d) Any Fringe Benefit Tax liabilities currently paid; and
 - (e) Any variable components eg. performance based incentives (where they exist).
- 13.5 Salary packaging arrangements will be provided in accordance with the provisions of this Agreement, the Western Australian Government Health System Remuneration Packaging Policy and Procedures (as amended from time to time) and shall be by separate written agreement between the employer and employee which shall set out the terms and conditions of the arrangement.
- 13.6 Where an employee enters into a salary packaging arrangement they shall be required to enter into a separate written agreement with the employer that sets out the terms and conditions of such salary packaging arrangement. To the extent of any inconsistency between the separate written agreement and the provisions of this Agreement, the provisions of this Agreement shall have precedence.
- 13.7 The salary packaging arrangement must be cost neutral in relation to the total cost to the employer.
- 13.8 The salary packaging arrangement must also comply with relevant taxation laws and the employer shall not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.
- 13.9 In the event of any increase or additional payments of tax or penalties associated with the employment of the employee or the provision of employer benefits under the salary packaging agreement, such tax, penalties and any other costs shall be borne by the employee.

- 13.10 In the event of significant increases in Fringe Benefit Tax liability or administrative costs relating to arrangements under this clause, the employee may vary or cancel a salary packaging arrangement by giving a minimum of four weeks written notice.
- 13.11 The employer may elect to cancel any salary packaging arrangement by giving a minimum of four weeks written notice if the employer incurs a liability to pay fringe benefits tax or any other tax in respect of the non-cash benefits provided, provided that the employer cannot retrospectively cancel any salary packaging arrangement.
- 13.12 The employer shall not unreasonably withhold agreement to salary packaging on request from an employee.
- 13.13 The employer shall not require an employee to enter into a salary packaging arrangement pursuant to this clause.
- 13.14 The Dispute Settlement Procedures contained in this Agreement shall be used to resolve any dispute arising from the operations of this clause.
- 13.15 Notwithstanding subclauses 13.10 and 13.11 the employer and the employee may agree to forgo the notice period.
- 13.16 For the purposes of this provision, any penalty rate, loading or other wage related allowances which would ordinarily be calculated on the basis of the wage rates expressed in Clause 11. - Wages shall continue to be so calculated despite an election to participate in any salary packaging arrangement.
- 13.17 The cancellation of a salary packaging arrangement will not cancel or otherwise effect the operation of this Agreement.

14. DEFERRED SALARY SCHEME

Enrolled Nurses will have access to a deferred salary scheme, whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:

- 14.1 By written agreement between the employer and employee, an employee may be paid 80% of her/his gross salary under this Agreement, and any other relevant agreement upon the expiry of this Agreement, over a five-year period. The fifth year will then be taken as leave with pay with the accrued salary annualised over the year.
- 14.2 This means that 20% of the fortnightly gross salary (an employee's gross pay may vary from pay to pay) is kept over a period of 4 years and on the 5th year the total amount is averaged and paid over the 26 fortnights.
- 14.3 Non-participatory periods such as any period of leave without pay, will delay the commencement of the leave year by the length of the non-participatory period.
- 14.4 The fifth year will be treated as continuous service for the purposes of Superannuation and Long Service Leave entitlements. There will be no accrual of any other entitlement such as annual leave or sick leave during the leave period.

- 14.5 The leave may not be accrued unless the employer agrees to accrual.
- 14.6 In deciding whether to support a particular request for this arrangement, the employer will take into account factors such as operational requirements. To satisfy operational requirements, the number of employees allowed to work under this arrangement may be restricted at any one time and/or the timing of the arrangements may need to be staggered.
- 14.7 An employee may withdraw from this arrangement in writing. She/he would then receive a lump sum equal to the accrued credit, paid at a time agreed between employer and employee but not more than 3 months from the time of the employee's withdrawal from the arrangement. Provided that an employee who terminates his or her employment prior to the completion of the 4th year will be paid the accrued credit in their final payment.
- 14.8 Any paid leave taken during the first four years of the arrangements will be paid at 80% of the employee's normal salary.
- 14.9 It is the responsibility of the employee to investigate the impact of the arrangement on her/his superannuation and taxation.
- 14.10 The Deferred Salary Scheme is designed to provide employees with a flexible arrangement whereby they can fund their own leave. The leave possible through this scheme is of one year and allows for a variety of professional development and/or other personal activities to be undertaken.
- 14.11 This scheme is open to all permanent full time and part time employees. Temporary, fixed term or casual employees are not eligible to participate in the scheme.

15. ANNUAL LEAVE

- 15.1 By mutual agreement between the employer and employee annual leave may be taken in multiple portions. This may include up to 5 single days. However at least one portion taken shall be not less than two consecutive weeks.
- 15.2 Unless by mutual agreement in writing between the employer and the employee, accrued annual leave in excess of two years worth of the annual entitlement will be taken at the operational convenience of the Health Service, to be taken in periods of no less than five days.

16. LONG SERVICE LEAVE

Long Service Leave may be taken at half pay for double the period accrued or double pay for half the period accrued with the agreement of the employer.

17. CASHING OUT LEAVE

- 17.1 At the written request of the employee and with the Agreement of the employer an employee may be paid in lieu of taking accrued annual and long service leave subject to:
- (a) the employee retaining four weeks annual leave for personal use;
 - (b) no more than one request per financial year; and
 - (c) the availability of funding.

18. SICK LEAVE

- 18.1 Notwithstanding the Award when an employee is on paid sick leave she/he will be paid at the rate which would have been received had she/he been at work excluding shift, public holiday and weekend penalties.
- 18.2 This clause shall not apply to employees who are on paid sick leave for ten (10) consecutive days or more and provide a medical certificate for this period of absence.

19. FAMILY LEAVE

19.1 Use of Sick Leave

- (a) Employees with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) The employee being responsible for the care of the person concerned, and
 - (2) The person concerned being either:
 - (i) a spouse, a former spouse, a de-facto spouse or a same sex partner. In the case of a de-facto spouse or a same sex partner, the person must be an established member of the same household as the employee, living on a bona fide domestic basis with the employee and regarded by the employee as his or her regular partner; and
 - (ii) a 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, or another person who lives with the employee as a member of the employees family.
- (d) 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.

19.2 Unpaid Leave For Family Purpose

- (a) An employee may, with the consent of the employer, take unpaid leave for the purpose of providing care to a family member who is ill.

19.3 Annual Leave for Family Purposes

- (a) An Employee may, with the consent of the employer, take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

19.4 Make Up Time for Family Purposes

- (a) An employee may elect, with the consent of their employer, to work “make up time” under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

19.5 Grievance Process

- (a) In the event of any dispute arising in connection with any part of this Clause, such a dispute shall be processed in accordance with the dispute settling provision of this award.

20. PARENTAL LEAVE

20.1.1 Six weeks paid parental leave will be granted to the primary care giver.

20.1.2 Paid parental leave will be at ordinary rates, based on contracted hours at the time of commencing parental leave, and will not include the payment of any form of allowance, penalty payment or leave loading.

20.1.3 The paid leave component will not break service but employees will not accrue leave on the 6 weeks paid component.

20.2 An employee may elect to work on a casual basis during a period of parental leave without affecting the prior status of employment with the Health Service. The period of casual employment will not accrue towards entitlements under this Agreement.

21. FIXED TERM ENGAGEMENTS

21.1 The parties to this Agreement agree that permanent employment is the preferred form of engagement.

21.2 Fixed term employees may be appointed for the following situations:

Unexpected or unplanned leave
Parental Leave
Annual Leave (where the use of permanent relievers is not practicable)
Long Service Leave
Long term sick leave
Workers compensation
Special projects
Employees undertaking an approved course of study
To fill vacancies while the recruitment process is undertaken
Where the employee does not have permanent residency status
Any other situations as agreed between the employer and the Union.

22. PROFESSIONAL DEVELOPMENT

- 22.1 16 hours professional development leave will be granted to full time nurses with pro rata entitlement to part time nurses.
- 22.2 Nurses working between 200km and 400km from the GPO will receive an additional day; and nurses working more than 400km from the GPO will receive an additional two days. Nurses will not receive travel time in addition to this entitlement.
- 22.3 This entitlement does not accrue from year to year.
- 22.4 The 12-month period in which the leave is assessed commences from the date of registration of this Agreement.

23. DISPUTE RESOLUTION PROCEDURE

23.1 Preamble

- (a) Subject to the provisions of the Industrial Relations Act 1979 (as amended) any grievance, complaint or dispute, or any matter raised by the Union or a respondent employer and his/her employees, shall be settled in accordance with the procedures set out herein.
- (b) The parties agree that no bans, stoppages or limitations will be imposed prior to, or during the time this procedure is being followed.

23.2 Procedure

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within 48 hours, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly;

- (b) The senior officer shall, if able, answer the matter raised within five days of it being referred and if the senior officer is not so able, refer the matter to the employer for his/her attention, and the employee(s) shall be advised accordingly;
- (c)
 - (i) If the matter has been referred in accordance with subparagraph (b) above the employee(s) or the shop steward shall notify the Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer;
 - (ii) The employer shall, as soon as is practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 days of the matter being referred to the employer.
- (d) Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to the Western Australian Industrial Relations Commission.
- (e) Nothing in this procedure shall preclude the parties from reaching agreement to shorten or extend the period specified in paragraphs (a) or (b) or subparagraph (c)(ii) of this clause.

23.3 Disciplinary Procedure

Where the employer seeks to discipline an employee, or terminate an employee, the following steps shall be observed:

- (a) In the event that an employee commits a misdemeanour, the employee's immediate supervisory or any other officer so authorised, may exercise the employer's right to reprimand the employee so that the employee understands the nature and implications of his/her conduct.
- (b) The first two reprimands shall take the form of warnings, and if given verbally, shall be confirmed as soon as practicable after the giving of the reprimand.
- (c) Should it be necessary, for any reason, to reprimand an employee three times in a period not exceeding twelve months continuous service, the contract of service shall, upon the giving of that third reprimand, be terminable in accordance with the provisions of this award.
- (d) The above procedure is meant to preserve the rights of the individual employee, but it shall not, in any way, limit the right of the employer to summarily dismiss an employee for misconduct.

23.4 Access To The Western Australian Industrial Relations Commission

- (a) The settlement procedures contained within this clause shall be applied to all manner of disputes referred to in clause 23.1 hereof, and no party, or individual, or group of individuals, shall commence any other action, of whatever kind, which may frustrate a settlement in accordance with its procedures. Observance of these procedures shall in no

way prejudice the right of any party in dispute to refer the matter for resolution in the Western Australian Industrial Relations Commission, at any time.

- (b) The status quo (ie. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

23.5 Provision Of Services

- (a) The Union recognises that the Health Service has a statutory and public responsibility to provide health care services without any avoidable interruptions.
- (b) This grievance procedure has been developed between the parties to provide an effective means by which employees may reasonably expect problems will be dealt with as expeditiously as possible by the Health Service management.
- (c) Accordingly, the Union hereby agrees that during any period of industrial action, sufficient labour will be made available to carry out work essential for life support within the Health Service.

23.6 Definitions

For the purpose of this procedure:

“**employer**” means the authorised officer nominated at each work site by the Health Service.

“**senior officer**” means an officer nominated by management.

“**work site**” means the enterprise, or a Health Service or any part thereof as agreed between the parties.

24. ON CALL AND RECALL

- 24.1 An employee rostered to be on call will be paid 18.75% of 1/38th of the rate of pay prescribed for a Level 1.2 Registered Nurse for each hour or part thereof she/he is on call. The on call rates payable during the life of this Agreement are:

\$3.54 per hour effective from date of registration of this Agreement; and

\$3.68 per hour effective from 2 May 2003.

- 24.2 Provided that the payments referred to in 24.1 will not be made in respect to any period for which overtime is paid when the employee is recalled to work.

25. MEAL BREAKS

- 25.1 Meal breaks shall not be less than 30 minutes but shall not be counted as time worked. Provided that where an Enrolled Nurse is called on duty during a meal time the period worked shall be counted in the ordinary working hours of duty.
- 25.2 Where an employee is unable to access their half an hour unpaid meal break they will be paid for a straight through shift at ordinary rates.

26. STUDY LEAVE

Employees covered under the terms of this Agreement are entitled to study leave in accordance with the provisions of Schedule C – Study Leave of this Agreement.

27. TRADE UNION TRAINING LEAVE

- 27.1 Subject to the provisions of this clause:
- (a) The employer shall grant paid leave of absence to employees who are nominated by their Union to attend short courses conducted by the Australian Trade Union Training Authority.
 - (b) Paid leave of absence shall also be granted to attend similar courses or seminars as from time to time approved by agreement between the parties.
- 27.2 An employee shall be granted up to a maximum of five days' paid leave per calendar year for trade union training or similar courses or seminars as approved. However, leave of absence in excess of five days and up to 10 days may be granted in any one calendar year provided that the total leave being granted in that year and in the subsequent year does not exceed 10 days.
- 27.3 (a) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- (b) Where a public holiday or rostered day off (including a rostered day off as a result of working a 38-hour week) falls during the duration of a course, a day off in lieu of that day will not be granted.
- 27.4 Subject to subclause 27.3 shift employees attending a course shall be deemed to have worked the shifts they would have worked had leave not been taken to attend the course.
- 27.5 The granting of leave pursuant to the provisions of subclause 27.1 is subject to the operation of the organisation not being unduly affected and to the convenience of the employer.
- 27.6 (a) Any application by an employee shall be submitted to the employer for approval at least four weeks before the commencement of the course, provided that the employer may agree to a lesser period of notice.

- (b) All applications for leave shall be accompanied by a statement from the relevant Union indicating that the employee has been nominated for the course. The application shall provide details as to the subject, commencement date, length of course, venue and the Authority which is conducting the course.

27.7 A qualifying period of 12 months in government employment shall be served before an employee is eligible to attend courses or seminars of more than one half-day duration. An employer may, where special circumstances exist, approve an application to attend a course or seminar where an employee has less than 12 months' government service.

27.8 (a) The employer shall not be liable for any expenses associated with an employee's attendance at trade union training courses.

- (b) Leave of absence granted under this clause shall include any necessary travelling time in normal working hours immediately before or after the course.

28. LEAVE TO ATTEND UNION BUSINESS

28.1 (a) The employer shall grant paid leave during ordinary working hours to an employee:

- (i) who is required to give evidence before any industrial tribunal;
- (ii) who as a union nominated representative of the employees is required to attend negotiations and/or conferences between the Union and employer;
- (iii) when prior agreement between the Union and employer has been reached for the employee to attend official union meetings preliminary to negotiations or industrial hearings;
- (iv) who as a union nominated representative of the employees is required to attend joint union/management consultative committees or working parties.

(b) The granting of leave pursuant to paragraph 28.1 (a) shall only be approved:

- (i) where an application for leave has been submitted by an employee a reasonable time in advance;
- (ii) for the minimum period necessary to enable the union business to be conducted or evidence to be given;
- (iii) for those employees whose attendance is essential;
- (iv) when the operation of the organisation is not being unduly affected and the convenience of the employer impaired.

28.2 (a) Leave of absence shall be granted at the ordinary rate of pay.

- (b) The employer shall not be liable for any expenses associated with an employee attending to union business.

- (c) Leave of absence granted under this clause shall include any necessary travelling time and normal working hours.
- 28.3
- (a) Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.
 - (b) An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
 - (c) The provisions of this clause shall not apply to special arrangements made between the parties, which provide for unpaid leave for employees to conduct union business.
- 28.4 The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

29. RESOURCES AND FACILITIES

29.1 Recognition and Respect

29.1.1 All relevant management representatives will treat Union delegates with respect and without victimisation and this respect will be mutually reciprocated.

29.1.2 Union delegates will be granted:

- (i) An assurance that issues raised will be promptly dealt with as per Clause 23 – Dispute Resolution Procedure.
- (ii) Genuine consultation by the employer for decisions impacting on union members or employees eligible to be union members.
- (iii) Paid time to communicate during the delegates' ordinary working hours with union members and attend to workplace union business. This will be negotiated at each hospital/health service. For example, Royal Perth Hospital and Sir Charles Gairdner Hospital delegates will be granted a total of 4 hours per week which may be increased for the incidence of site or broader industrial issues.
- (iv) Delegates shall consult with the employer when paid time off is required. Any disagreements shall be dealt with via Clause 23 – Dispute Resolution Procedure.

29.1.3 The union will provide the names of union delegates to the employer in writing.

29.2 Facilities

29.2.1 Union delegates will be provided with:

- (i) Access to facilities including basic communication and information resources such as telephone, fax, e-mail, photocopier and stationery and access to meeting rooms to meet with individual or groups of members and perform union business.

- (ii) A lockable cabinet.
- (iii) A notice board which will be lockable. Access to the Notice Board will be restricted to authorised union delegates. It is the responsibility of the delegate to ensure that only authorised union material is placed on the notice board.
- (iv) Access to all relevant information, including appropriate awards, agreements, job descriptions and policies.

29.3 Organising the Workplace

Provided appropriate notice is given and the operation of the organisation is not unduly affected, union delegates shall be granted:

- (i) Access in paid time to new employees as part of their introduction to the workplace. Details to be decided by local arrangement.
- (ii) Access to a private sheltered area for meetings of members. Details to be decided by local arrangement.
- (iii) Access to rosters providing information regarding work location and shifts of employees.
- (iv) Quarterly paid general union meetings, to a maximum of 1 hour. Details by local arrangement.
- (v) Paid monthly union delegate meetings to a maximum of two (2) hours.

29.4 Guidelines for Establishment and Maintenance of Direct Debit Arrangements

29.4.1 Where employees authorise in writing, their bank account details including any changes from time to time, shall be released to the Union.

29.4.2 Employers must be indemnified against financial accountability related to these transactions.

29.4.3 On receipt of authorisation, employers will provide bank account details including subsequent changes, to the Union within five working days.

30. CHILD CARE ARRANGEMENTS

30.1 The parties to this Agreement acknowledge that the provision of childcare arrangements can have a positive impact on productivity and improve the ability to recruit and retain nursing staff.

30.2 During the life of this Agreement, the parties are committed to establishing a working party with Union representatives and relevant bodies to examine best practice examples and

other initiatives (including child care) appropriate to creating a family friendly health industry.

31. ROSTERS

Employees shall be free from duty for not less than two full days in each week or four full days in each fortnight. Days off for full time employees shall, unless an emergency situation arises, be consecutive unless an alternative arrangement is agreed between the employee and the employer.

32. CLINIC NURSES

32.1 Notwithstanding subclause 7(7) of the Enrolled Nurses and Nursing Assistants (Government) Award 1978, the following provisions will apply to Enrolled Nurses employed in clinics and departments.

32.2 Hours of Work

Enrolled Nurses employed in clinics and departments or where the service needs require them to function between 8.00am and 6.00pm Monday to Friday inclusive will be employed on the basis of 38 hours per week. There will be no accrual of days off.

32.3 Public Holidays

The provisions of Clause 11 of the Enrolled Nurses and Nursing Assistants (Government) Award 1978 will apply.

32.4 Long Service Leave

The provisions of Clause 12 of the Enrolled Nurses and Nursing Assistants (Government) Award 1978 will apply.

32.5 Annual Leave

32.5.1 An Enrolled Nurse employed in clinics and departments will be entitled to 4 weeks' annual leave with payment of ordinary wages after each twelvemonth's continuous service.

32.5.2 A loading of 17.5% will be paid in addition to the ordinary wage payable under this subclause.

32.6 Overtime

The provisions of Clause 8 of the Enrolled Nurses and Nursing Assistants (Government) Award 1978 will apply.

33. NO FURTHER CLAIMS

It is a condition of this Agreement that the parties will not seek any further claims, with respect to wages and working conditions covered by this Agreement during the term of the Agreement.

SCHEDULE A – SIGNATORIES

Signed

MINISTER FOR HEALTH
EMPLOYER
SIGNED BY MIKE DAUBE
DIRECTOR GENERAL OF HEALTH
AS DELEGATE OF THE MINISTER FOR HEALTH

Date 31.07.02

Signed

WA COUNTRY HEALTH SERVICE
EMPLOYER
SIGNED BY MIKE DAUBE
DIRECTOR GENERAL OF HEALTH
AS DELEGATE OF WA COUNTRY HEALTH SERVICE

Date 31.07.02

Signed

SOUTH WEST HEALTH BOARD
EMPLOYER
SIGNED BY MIKE DAUBE
DIRECTOR GENERAL OF HEALTH
AS DELEGATE OF SOUTH WEST HEALTH BOARD

Date 31.07.02

Signed

PEEL HEALTH SERVICES BOARD
EMPLOYER
SIGNED BY MIKE DAUBE
DIRECTOR GENERAL OF HEALTH
AS DELEGATE OF THE MINISTER FOR HEALTH

Date

Signed

WA ALCOHOL AND DRUG AUTHORITY
EMPLOYER
SIGNED BY DENZIL McCOTTER
ACTING EXECUTIVE DIRECTOR
DRUG AND ALCOHOL OFFICE

Date 1/8/02

Signed

_____ (COMMON SEAL)

DAVE KELLY

SECRETARY

AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANEOUS WORKERS UNION WA
BRANCH

Date 29/7/02

SCHEDULE B – PRINCIPLES OF ROSTERING

The following principles shall apply when considering major changes relating to rostering:

1. New rosters will take into account the needs of the health care unit and those of employees. The emphasis shall be on patient care.
2. When an employer seeks to implement a new roster appropriate consultation shall take place at the workplace and the Union and nominated employee representatives notified in writing. At a minimum this should involve discussions with the affected staff. Matters to be discussed with staff include impact on patient care, family needs, job satisfaction, absenteeism and loss of income.
3. Any proposal to alter rostering in a particular area will be put to a ballot (including those on leave or workers compensation who can be contacted as far as reasonably practicable), and must be supported by sixty per cent of affected employees, or such other proportion as is agreed between the employer and the Union.
4. The Union and nominated employee representatives shall be notified in writing fourteen (14) days before the holding of the ballot and will be provided with a copy of the proposed roster.
5. When a new roster is agreed education and consultation with staff shall occur. The purpose of consultation is to ensure that any concerns raised by affected employees are taken into account.
6. A minimum lead time of four (4) weeks will be provided for the implementation of the new roster. The minimum lead time may be reduced by agreement between the employer and the employees.
7. During and after a six month period, meetings will be held with staff to evaluate the new roster. This will include matters referred to in (2) above.
8. A record will be kept of the process followed and the outcome by the relevant Health Service and the Union.
9. At no stage of the process will the Union or the employer veto considerations of any new rostering proposal.

SCHEDULE C – STUDY LEAVE**(1) CONDITIONS FOR GRANTING TIME OFF**

- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the Employer.
- (b) Time off with pay may be granted up to a maximum of five hours per week including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- (c) External students, who are obliged to attend educational institutions for compulsory sessions during vacation periods, may be granted time off with pay including travelling time up to the maximum annual amount allowed to an employee in the metropolitan area.
- (d) Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (e) In every case the approval of time off to attend lectures and tutorials will be subject to:
 - (i) departmental convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies; and
 - (v) the course being relevant to the employee's career in the Public Sector and being of value to the State.
- (f) A service agreement or bond will not be required.

(2) PAYMENT OF FEES

- (a) Departments and Authorities are to meet the payment of higher education administrative charges for cadets and trainees, who, as a condition of their employment, are required to undertake studies at a University or College of Advanced Education. Employees who of their own volition attend such institutions to gain higher qualifications will be responsible for the payment of fees.
- (b) This assistance does not include the cost of text books or Guild and Society fees.
- (c) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.

(3) APPROVED COURSES

- (a)
 - (i) First degree or Associate Diploma courses at a postsecondary education institution.
 - (ii) Diploma courses and two-year full-time Certificate courses at the Technical Services Division of the Department of Employment, Vocational Education and Training.
 - (iii) Secondary courses leading to the Tertiary Entrance Examination (see paragraph (4)(i)) or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
 - (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the Public Sector.
- (b) Except as outlined in paragraph (3)(d) of this subclause employees are not eligible for study assistance if they already possess one of the qualifications specified in subparagraph (3)(a)(i) of this subclause.
- (c) An employee, who has completed a Diploma through the Technical Service Division, is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subparagraph (3)(a)(i) of this clause. An employee who has completed a two year full-time Certificate through the Technical Services Division, is eligible for study assistance to undertake a Diploma course specified in subparagraph (3)(a)(ii) of this clause, or a degree or Associate Diploma course specified in subparagraph (3)(a)(i) of this clause.
- (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases such as a graduate embarking in a post-graduate Diploma in Administration or a Masters Degree in Business Administration or a higher degree in a specialist area of benefit to the Public Sector as well as the employee.

(4) For the purposes of this clause:

- (a) In determining departmental convenience the Employer should give due emphasis to the employee's career aspirations.
- (b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (c) The relevance of a course should be determined from a Public Sector rather than department or authority perspective. For instance, an employee may be undertaking

a course of study which is of no special relevance to the employee's work or department or authority but which may well be particularly significant in some other section of the Public Sector.

- (d) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher post graduate qualification.
- (e) In cases where employees are studying subjects which require fortnightly classes the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (f) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes, compared with the time usually taken to travel home from the employee's normal place of work.
- (g) Unless the employer otherwise approves, employees shall not be granted more than five hours time off with pay except parttime Trainees (refer subclause (5) of this clause).
- (h) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.
- (i) Study leave for attendance at courses leading to the Tertiary Entrance Examination will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non tertiary study or training which meets the requirements specified in this clause.

(5) TRAINEES

Trainees working within departments or authorities at their professions and attending Technical Services Division or Curtin University classes for their academic training are obliged to undertake certain training.

They may be granted time off with pay to attend classes for up to five hours per week, excluding travelling time, provided they are attending lectures for at least an equivalent period in their own time and regardless of whether or not the subjects being attended during the day are available in the evenings.

SCHEDULE D – LIST OF RESPONDENTS

Hon Minister For Health
10th Floor Dumas House
2 Havelock Street
WEST PERTH WA 6005

WA Country Health Services
189 Royal Street
EAST PERTH WA 6004

South West Health Board
189 Royal Street
EAST PERTH WA 6004

Peel Health Services Board
189 Royal Street
EAST PERTH WA 6004

WA Alcohol and Drug Authority
7 Field Street
MT LAWLEY WA 6050

Australian Liquor, Hospitality and Miscellaneous Workers Union
WA Branch
61 Thomas Street
SUBIACO WA 6008

SCHEDULE E – LIST OF AGREEMENTS REPLACED AND SUPERSEDED BY THIS AGREEMENT

1. Enrolled Nurses and Nursing Assistants (Metropolitan Health Service Board) Enterprise Agreement 1999 (AG 28 of 2000).
2. Enrolled Nurses and Nursing Assistants (Avon Health Service) Enterprise Agreement 1999 (AG 32 of 2000).
3. Enrolled Nurses and Nursing Assistants (Bunbury Health Service) Enterprise Agreement 1999 (AG 37 of 2000).
4. Enrolled Nurses and Nursing Assistants (Gnowangerup District Hospital Board) Enterprise Agreement 1999 (AG 48 of 2000).
5. Enrolled Nurses and Nursing Assistants (Kojonup District Hospital Board) Enterprise Agreement 1999 (AG 54 of 2000).
6. Enrolled Nurses and Nursing Assistants (Katanning Health Service) Enterprise Agreement 1999 (AG 51 of 2000).
7. Enrolled Nurses and Nursing Assistants (Cunderdin District Hospital Board) Enterprise Agreement 1999 (AG 40 of 2000).
8. Enrolled Nurses and Nursing Assistants (Beverley Health Services) Enterprise Agreement 1999 (AG 33 of 2000).
9. Enrolled Nurses and Nursing Assistants (Bruce Rock Memorial Hospital Board) Enterprise Agreement 1999 (AG 36 of 2000).
10. Enrolled Nurses and Nursing Assistants (Corrigin District Hospital Board) Enterprise Agreement 1999 (AG 39 of 2000).
11. Enrolled Nurses and Nursing Assistants (Quairading District Hospital Board) Enterprise Agreement 1999 (AG 69 of 2000).
12. Enrolled Nurses and Nursing Assistants (Gascoyne Health Service) Enterprise Agreement 1999 (AG 46 of 2000).
13. Enrolled Nurses and Nursing Assistants (Kellerberrin Health Service Board of Management) Enterprise Agreement 1999 (AG 52 of 2000).
14. Enrolled Nurses and Nursing Assistants (Kununoppin and Districts Health Service Board) Enterprise Agreement 1999 (AG 55 of 2000).
15. Enrolled Nurses and Nursing Assistants (Merredin Health Service) Enterprise Agreement 1999 (AG 58 of 2000).
16. Enrolled Nurses and Nursing Assistants (Mukinbudin Health Service) Enterprise Agreement 1999 (AG 60 of 2000).
17. Enrolled Nurses and Nursing Assistants (Narembeen Health Services Board) Enterprise Agreement 1999 (AG 63 of 2000).
18. Enrolled Nurses and Nursing Assistants (Southern Cross District Health Service Board) Enterprise Agreement 1999 (AG 72 of 2000).
19. Enrolled Nurses and Nursing Assistants (Wyalkatchem-Koorda and Districts Hospital Board) Enterprise Agreement 1999 (AG 79 of 2000).
20. Enrolled Nurses and Nursing Assistants (Geraldton Health Service) Enterprise Agreement 1999 (AG 47 of 2000).
21. Enrolled Nurses and Nursing Assistants (Harvey Yarloop Health Service) Enterprise Agreement 1999 (AG 49 of 2000).
22. Enrolled Nurses and Nursing Assistants (Kimberley Health Service) Enterprise Agreement 1999 (AG 53 of 2000).
23. Enrolled Nurses and Nursing Assistants (Lower Great Southern Health Service Board) Enterprise Agreement 1999 (AG 57 of 2000).

24. Enrolled Nurses and Nursing Assistants (East Pilbara Health Service) Enterprise Agreement 1999 (AG 44 of 2000).
25. Enrolled Nurses and Nursing Assistants (Dongara Health Service) Enterprise Agreement 1999 (AG 41 of 2000).
26. Enrolled Nurses and Nursing Assistants (Morawa and Districts Health Service) Enterprise Agreement 1999 (AG 59 of 2000).
27. Enrolled Nurses and Nursing Assistants (Mullewa Health Services, Board of Management) Enterprise Agreement 1999 (AG 62 of 2000).
28. Enrolled Nurses and Nursing Assistants (Northampton Kalbarri Health Services) Enterprise Agreement 1999 (AG 66 of 2000).
29. Enrolled Nurses and Nursing Assistants (North Midlands Health Service) Enterprise Agreement 1999 (AG 67 of 2000).
30. Enrolled Nurses and Nursing Assistants (Yalgoo Health Services) Enterprise Agreement 1999 (AG 80 of 2000).
31. Enrolled Nurses and Nursing Assistants (Kalgoorlie-Boulder Health Service) Enterprise Agreement 1999 (AG 50 of 2000).
32. Enrolled Nurses and Nursing Assistants (Laverton and Leonora Health Service) Enterprise Agreement 1999 (AG 56 of 2000).
33. Enrolled Nurses and Nursing Assistants (Peel Health Services) Enterprise Agreement 1999 (AG 68 of 2000).
34. Enrolled Nurses and Nursing Assistants (Dundas Health Service) Enterprise Agreement 1999 (AG 43 of 2000).
35. Enrolled Nurses and Nursing Assistants (Esperance Health Service) Enterprise Agreement 1999 (AG 45 of 2000).
36. Enrolled Nurses and Nursing Assistants (Ravensthorpe Health Service) Enterprise Agreement 1999 (AG 70 of 2000).
37. Enrolled Nurses and Nursing Assistants (Boddington District Hospital Board) Enterprise Agreement 1999 (AG 34 of 2000).
38. Enrolled Nurses and Nursing Assistants (Upper Great Southern Health Service) Enterprise Agreement 1999 (AG 74 of 2000).
39. Enrolled Nurses and Nursing Assistants (Vasse Leeuwin Health Service) Enterprise Agreement 1999 (AG 75 of 2000).
40. Enrolled Nurses and Nursing Assistants (Murchison Health Service) Enterprise Agreement 1999 (AG 61 of 2000).
41. Enrolled Nurses and Nursing Assistants (Warren Blackwood Health Service Board) Enterprise Agreement 1999 (AG 76 of 2000).
42. Enrolled Nurses and Nursing Assistants (Collie Health Service) Enterprise Agreement 1999 (AG 38 of 2000).
43. Enrolled Nurses and Nursing Assistants (Donnybrook/Balingup Health Service) Enterprise Agreement 1999 (AG 42 of 2000).
44. Enrolled Nurses and Nursing Assistants (Ashburton Health Service) Enterprise Agreement 1999 (AG 31 of 2000).
45. Enrolled Nurses and Nursing Assistants (Nickol Bay Hospital) Enterprise Agreement 1999 (AG 65 of 2000).
46. Enrolled Nurses and Nursing Assistants (Roebourne District Hospital) Enterprise Agreement 1999 (AG 71 of 2000).
47. Enrolled Nurses and Nursing Assistants (Wickham District Hospital) Enterprise Agreement 1999 (AG 78 of 2000).
48. Enrolled Nurses and Nursing Assistants (Western Health Service) Enterprise Agreement 1999 (AG 77 of 2000).

49. Enrolled Nurses and Nursing Assistants (Next Step Specialist Drug & Alcohol Services)
Enterprise Agreement 1999 (AG 28 of 2000).

SCHEDULE F – SHIFT PENALTIES PAYABLE DURING LIFE OF THE AGREEMENT

WEEKLY SALARY RATES

	A	B	C	D
EN 1	\$ 563.90	\$ 589.20	\$ 612.80	\$ 634.60
EN 2	\$ 574.80	\$ 600.60	\$ 624.70	\$ 646.00
EN 3	\$ 591.10	\$ 617.60	\$ 642.40	\$ 657.40
EN 4	\$ 605.10	\$ 632.40	\$ 657.60	\$ 684.10
ASEN	\$ 646.10	\$ 675.10	\$ 702.10	\$ 729.60

PROPOSED PENALTIES FOR STAGE 1 (COLUMN A) EFFECTIVE 07.06.02

LEVEL	AFTERNOON	NIGHT	SATURDAY	SUNDAY*
	12.50%	20%	50%	75%
EN 1	\$ 1.85	\$ 2.97	\$ 7.42	\$ 11.13
EN 2	\$ 1.89	\$ 3.03	\$ 7.56	\$ 11.34
EN 3	\$ 1.94	\$ 3.11	\$ 7.78	\$ 11.67
EN 4	\$ 1.99	\$ 3.18	\$ 7.96	\$ 11.94
ASEN	\$ 2.13	\$ 3.40	\$ 8.50	\$ 12.75

NOTE: EMPLOYEES IN RECEIPT OF \$14.00 PER HOUR PENALTY ON A SUNDAY UNDER THE PREVIOUS AGREEMENT WILL CONTINUE TO BE PAID \$14.00 PER HOUR UNDER THIS AGREEMENT

PROPOSED PENALTIES FOR STAGE 2 (COLUMN B) EFFECTIVE 07.06.03

LEVEL	AFTERNOON	NIGHT	SATURDAY	SUNDAY*
	12.50%	20%	50%	75%
EN 1	\$ 1.94	\$ 3.10	\$ 7.75	\$ 11.63
EN 2	\$ 1.98	\$ 3.16	\$ 7.90	\$ 11.85
EN 3	\$ 2.03	\$ 3.25	\$ 8.13	\$ 12.19
EN 4	\$ 2.08	\$ 3.33	\$ 8.32	\$ 12.48
ASEN	\$ 2.22	\$ 3.55	\$ 8.88	\$ 13.32

NOTE: EMPLOYEES IN RECEIPT OF \$14.00 PER HOUR PENALTY ON A SUNDAY UNDER THE PREVIOUS AGREEMENT WILL CONTINUE TO BE PAID \$14.00 PER HOUR UNDER THIS AGREEMENT

PROPOSED PENALTIES FOR STAGE 3 (COLUMN C) EFFECTIVE 07.06.04

LEVEL	AFTERNOON 12.50%	NIGHT 20%	SATURDAY 50%	SUNDAY* 75%
EN 1	\$ 2.02	\$ 3.23	\$ 8.06	\$ 12.09
EN 2	\$ 2.05	\$ 3.29	\$ 8.22	\$ 12.33
EN 3	\$ 2.11	\$ 3.38	\$ 8.45	\$ 12.68
EN 4	\$ 2.16	\$ 3.46	\$ 8.65	\$ 12.98
ASEN	\$ 2.31	\$ 3.70	\$ 9.24	\$ 13.86

NOTE: EMPLOYEES IN RECEIPT OF \$14.00 PER HOUR PENALTY ON A SUNDAY UNDER THE PREVIOUS AGREEMENT WILL CONTINUE TO BE PAID \$14.00 PER HOUR UNDER THIS AGREEMENT

PROPOSED PENALTIES FOR STAGE 4 (COLUMN D) EFFECTIVE 06.08.04

LEVEL	AFTERNOON 12.50%	NIGHT 20%	SATURDAY 50%	SUNDAY* 75%
EN 1	\$ 2.09	\$ 3.34	\$ 8.35	\$ 12.53
EN 2	\$ 2.13	\$ 3.40	\$ 8.50	\$ 12.75
EN 3	\$ 2.16	\$ 3.46	\$ 8.65	\$ 13.50
EN 4	\$ 2.25	\$ 3.60	\$ 9.00	\$ 13.50
ASEN	\$ 2.40	\$ 3.84	\$ 9.60	\$ 14.40

NOTE: EMPLOYEES IN RECEIPT OF \$14.00 PER HOUR PENALTY ON A SUNDAY UNDER THE PREVIOUS AGREEMENT WILL CONTINUE TO BE PAID \$14.00 PER HOUR UNDER THIS AGREEMENT (EXCEPT FOR ASEN WHO WILL RECEIVE THE HIGHER RATE)

VARIATION RECORD

ENROLLED NURSES AND NURSING ASSISTANTS (WA GOVERNMENT HEALTH SERVICES)
ENTERPRISE AGREEMENT 2002 NO. AG 112 OF 2002

Delivered 19/08/02 at unreported
Consolidated

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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