This document should be read in conjunction with the Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2010 in order to understand the provisions in entirety.

**CAREER STRUCTURE**

**Q1. What amendments have been made to the career structure in the 2010 Enterprise Agreement?**

A1. The work level descriptors in Appendix 7 of the 2010 Agreement remain largely the same as the 2007 Agreement. The main changes are the introduction of 2 new roles, both operative 1 December 2011 – the Advanced Skills Enrolled Nurse and the RN/M 5.3 Advanced Divisional/Stream Nursing and/or Midwifery Director.

Changes which are operative immediately upon the date of approval of the Agreement include the translation of Nurse Specialists to the Clinical Nurse classification, and the broadening of the Assistant in Nursing/Midwifery descriptors to now include students in Enrolled Nursing as well as first, second and third year undergraduate students enrolled in nursing/midwifery programs. References to project/program roles have been incorporated at different levels in the career structure, as have references to community practice settings.

**Q2. How does an Enrolled Nurse become an Advanced Skills Enrolled Nurse? Who will determine whether the EN has “advanced skills”?**

A2. The Advanced Skills Enrolled Nurse (ASEN) role is not available via reclassification, nor is it available to all Enrolled Nurses who hold an Advanced Diploma. The new ASEN role is an appointment based position and therefore a health unit must determine a need for a role, establish a position and then appoint a suitable Enrolled Nurse who meets the qualification/experience criteria listed in Appendix 7 of the Agreement. A competency framework is being developed by the Department of Health and will be consulted with the ANMF ready for implementation on 1 Dec 2011, with the relevant Director of Nursing/Midwifery responsible for determining whether applicants meet the “advanced skills” criteria in line with the framework.

**Q3. Is an Advanced Skills Enrolled Nurse eligible for the additional qualification allowance based on their Advanced Diploma?**

A3. Yes. Enrolled Nurses with a Diploma qualification or employed within the Advanced Skills classification may be eligible for the additional qualification allowance in accordance with clause 6.9 of the Agreement.

**Q4. What is the difference between the RN/M level 5 roles? Can a 5.1 report to a 5.2?**

A4. There are clearly differentiated roles within the level 5 work level descriptors, with a 5.1 responsible for nursing/midwifery services for a small, single purpose service (e.g. Theatres, Emergency Department, Intensive Care Unit), a 5.2 responsible for nursing/midwifery services for a larger service (e.g. Medical Division, Surgical Division, Women’s and Paediatrics Division), and a 5.3 responsible for nursing/midwifery and/or multi-disciplinary services for a division. The level 5 roles can report to one another, with Appendix 7 of the Agreement outlining that a level 5.1 must report to a 5.2 or 5.3.
Q5. *The Agreement now includes provision for RN/M level 3s and 4s to receive an on-call allowance/recall provisions if required by an RN/M level 5 or 6 and recorded to be on-call. What does this mean?*

A5. Clause 4.6 states that a RN/M level 3 or 4 must be required to be on-call in order to receive the on-call allowance, and in order to receive recall payments, an employee must have been on the on-call roster then recalled to work. Being “required” means that a level 5 or 6 must direct/approve the level 3 or 4 to be on the on-call roster due to work demands; it is not appropriate for a level 3 or 4 to roster themselves on-call.

Q6. *The Agreement now includes on call/recall provisions for RN5 and 6s who are on call/recalled for clinical duties. What is the definition of clinical duties?*

A6. The Agreement does not define clinical duties however the intent of clause 5.4 is to provide payments to level 5s and 6s for the infrequent circumstances where they are recalled or required to be on-call to undertake nursing/midwifery duties (such as in times of disaster management, whooping cough outbreak, swine flu etc). This provision does not cover instances where a level 5 or 6 is recalled to work in order to undertake normal management duties.
FREQUENTLY ASKED QUESTIONS

RECLASSIFICATION PROCESS

Refer to the Registered Nurse/Midwife Reclassification Process Guidelines for an outline of the process.

Q1. Does an employee who submitted a reclassification application prior to approval of the 2010 Agreement have to develop another submission against the new reclassification indicators?

A1. No. Applicants who have already submitted a reclassification application to their manager or HR department do not need to revise their application. If the submission has not yet been considered by a panel, a new panel in line with the guidelines will be established to review the application.

Q2. The reclassification process guidelines state that panels should involve a peer preferably from a similar clinical environment. What is the definition of “peer” and “similar clinical environment”?

A2. There is no definition of “peer” or “similar clinical environment” in the Agreement or reclassification process guidelines. However, for reclassification applications to RN/M 2 or 3, the panel should ideally consist of a nursing representative who is at the RN/M 2 or 3 level working in a similar clinical environment to the applicant. A broad definition of clinical environment will need to be applied, particularly in circumstances where applicants work within specialised areas.

If it is not possible to have a nursing/midwifery representative who meets both the peer and clinical background criteria, emphasis should be on the similar clinical environment aspect to ensure the panel has a full understanding of the role. In order to reduce the possibility of perceived bias, it is recommended that a panel does not include a peer from the same area the applicant works in, however the same region is acceptable.

Q3. Must a HR practitioner always be involved in a panel?

A3. In accordance with the new reclassification process, a panel must have representation from HR, senior nursing/midwifery and a peer. However, a panel does not necessarily require 3 members as a single member could potentially fulfil multiple roles. For example, a panel consisting of a peer and a senior nursing/midwifery representative with a sound understanding of HR processes is acceptable to assess a submission. Both members would have equal voting rights.

Q4. Does this new reclassification process abolish the Cross Regional Nursing and Midwifery Classification Review Panel for RN/M 4s and above?

A4. The Cross Regional Nursing and Midwifery Classification Review Panel will still continue in its current form and will consider requests for reclassification to level 4 and above. A peer from a similar clinical environment does not need to be included on this panel. RN/M level 4s and 5s must address the specified reclassification indicators for the role they are seeking, however as RN/M level 6s do not have reclassification indicators they are required to address the work level descriptors outlined in Appendix 7 of the Agreement.
Q5. **An employee has been requested to be a panel member - is the health unit required to release them? Who pays for the employee’s time?**

A5. Health units are required to allow RN/M 2/3s to participate in reclassification panels, however there is a need to take into consideration the organisational requirements when considering releasing employees to undertake non-nursing duties. In a situation where an employee working at Hospital A is required to participate in a panel at Hospital B, Hospital A continues to pay the employee.

Q6. **Is the panel’s decision final?**

A6. It is the panel’s role to make a recommendation to the appropriate delegate for consideration. The delegate’s decision is communicated to the employee, which may be appealed in accordance with Part 3 of the SA Health (Health Care Act) Human Resources Manual.

Q7. **Does the reclassification process apply to employees seeking a reclassification to a level which is 2 or more levels higher than their current level?**

A7. Where a level 2 is seeking reclassification to level 4, the applicant must address both the level 3 and level 4 reclassification indicators. This is as the reclassification indicators for level 4s are predicated on the basis that the applicant is already undertaking a level 3 role. For all other reclassification submissions seeking a jump of 2 levels, the applicant only needs to address the reclassification indicators for the level they are seeking.

If the applicant’s submission is successful in seeking reclassification to a level which is 2 or more levels above their current classification level, the SA Health (Health Care Act) Human Resources Manual states that the position is to be advertised unless special approval is given by the Department of Health. In instances where a level 3 is successful in being reclassified to the RN/M 5.1 role, this provision will not apply and the employee will automatically be appointed to the RN/M 5.1 role. The HR Manual provisions will continue to apply in all other circumstances.

Q8. **Can an employee submit a reclassification submission to RN/M 5.3 prior to 1 Dec 2011?**

A8. The work level descriptors for RN/M 5.1 and 5.2 are effective upon the date of approval of the Agreement, however the new level 5.3 role will come into operation on 1 December 2011. As such, employees should not submit a reclassification submission to RN/M 5.3 before 1 Dec 2011. If there is a situation where an employee believes they do not appropriately fit either the RN/M 5.2 or RN/M 6 descriptors, the employee should discuss with their Director of Nursing/Midwifery or Regional Nursing/Midwifery Lead (as appropriate), for consideration on a case by case basis.

Q9. **What process is undertaken for management initiated reclassifications or for establishment of a new position?**

A9. Management initiated reclassifications or new positions established by management do not undergo the new reclassification process. A full application is still required from the health unit which will be assessed by a panel considered appropriate by the health unit.
Q1. What impact does the Commonwealth paid parental leave scheme have on the entitlements in the Agreement?

A1. The entitlements in the Agreement are in addition to the entitlements under the Commonwealth scheme and can be taken before, after or at the same time as the Commonwealth provided leave.

Q2. Is a nurse/midwife who was accessing the paid component of maternity leave on 1 Oct 2010 entitled to the additional 2 weeks leave?

A2. If the period of paid maternity leave commenced on, or straddles 1 October 2010, the employee is entitled to 16 weeks paid maternity leave in total. If the period of paid maternity leave ended before 1 October 2010, the employee is not entitled to the additional weeks paid maternity leave.

If an employee is currently taking 14 weeks paid maternity leave at half pay and 1 October 2010 falls during the first 14 weeks of the paid maternity leave, the employee will be eligible for the additional 2 weeks paid leave.

The same principles are to apply for clause 7.1.3 in regards to the 18 weeks paid maternity leave effective 12 months after the date of approval of the Agreement. That is, if a nurse/midwife who has had 5 years service is accessing her paid component of maternity leave on 9 December 2011, she will receive 18 weeks paid maternity leave, not 16 weeks.

Q3. Does service in another public sector agency count for the purposes of calculating 5 years service?

A3. Yes. An employee is eligible if they have 5 years of continuous service in the South Australian public sector (including any periods of approved leave without pay). However it should be noted that prior service in a recognised organisation which is not part of the South Australian public sector (but may be recognised for the purposes of long service leave or other provisions), is not recognised for the purposes of clause 7.1.3 (e.g. an employee who had their service with NSW government recognised for the purposes of long service leave would not be recognised for the purposes of this clause).

Q4. If an employee has 2 years of service in the South Australian public sector, resigns and moves interstate for a period of a year, and then returns to the South Australian public sector, do the first 2 years count in calculating 5 years of service?

A4. No. The intent of clause 7.1.3 is to provide an additional 2 weeks of maternity leave for employees who have 5 or more years of service in the South Australian public sector (which can include periods of approved unpaid leave).

Q5. Is a male nurse/midwife able to access paid maternity leave entitlements?

A5. A nurse/midwife must be the birth mother in order to access paid maternity leave. A male employee may access the shared component of paid maternity leave if they are employed within SA Health or the Department for Families and Communities (but not necessarily...
Q6. **How many weeks paid leave may the birth mother’s partner access?**

A6. The Agreement is silent in respect of this matter besides stating that the total period shared by the employees is not to exceed the applicable maximum period (i.e. 16 or 18 weeks as relevant).

Q7. **If a birth mother shares a component with her partner, is there a timeframe when the partner has to take their proportion?**

A7. The shared paid maternity leave must be taken by the birth mother’s partner within 104 calendar weeks (from the date the eligible employee’s parental leave commences). Both partners may access shared paid maternity leave concurrently, however in respect to the partner, the taking of leave should have regard to the operational needs of the health unit.

Q8. **What rate is the partner paid at, and by which agency?**

A8. Each respective employer pays the salary to their respective employee during a period of shared paid maternity leave. The partner will be paid at the rate they are being paid prior to commencing parental leave.

Q9. **Does the employee have an entitlement to return to their same position/duties?**

A9. A nurse/midwife returning from parental leave is entitled to work part time until the child's second birthday. The part time work must be at the employee's classification level but not necessarily the same role or within the same practice setting. In order to accommodate part time hours, rostering arrangements in different practice settings may be at management’s discretion, subject to Award/Agreement provisions and legislative requirements e.g. equal opportunity.

Part 7-2-5 of the SA Health (Health Care Act) Human Resources Manual outlines an entitlement that an employee has a right to return to their substantive position following completion of parental leave. This provision has not changed.
Q1. When does the calculation of 1610 hours commence?
A1. 1610 hours is calculated from the employee's last anniversary date. If an employee has already worked 300 hours at an increment at the time of approval of the Agreement, that 300 hours is recognised in progressing to the next increment.

Q2. Do casual employees progress an increment in the same manner as part time employees?
A2. Yes. Casual employees must work 1610 hours before moving to the next increment and cannot progress earlier than a year since their last progression.

Q3. Are additional hours/overtime/period of additional duties included in calculating the 1610 hours?
A3. Yes. All hours worked at that increment are included in calculating 1610 hours. If an employee is receiving an additional duties allowance the hours worked during that period will be included when calculating the hours worked in the substantive classification.

Q4. What effect will leave without pay have on incremental progression? Can an employee take leave without pay and still work 1610 hours and progress?
A4. Any period of leave without pay will impact an employee's incremental progression in accordance with Part 7-10-4 of the SA Health (Health Care Act) Human Resources Manual. An employee who takes leave without pay will have their increment date revised based on the equivalent number of working days.

Clause 4.2.1 of the Agreement provides for an employee to progress after working 1610 hours or after 12 months (whichever is the later). Therefore, an employee could take leave without pay yet still progress after 12 months if they have worked 1610 hours within that 12 month period.

Q5. How is an increment date determined for employees who work less than 15 hours a week and therefore didn’t previously progress through increments?
A5. Payroll will calculate the number of hours worked over the 12 months prior to the approval of the Agreement which will become the employee’s number of relevant hours. Once the employee works 1610 hours, they will progress an increment and that date will become their increment date.

Q6. Do Enrolled Nurses progress through increments or do they still retain pay points?
A6. Pay points for all Enrolled Nurses have been abolished and replaced with increments. Clause 4.2.2 provides that ENs will progress increments via the same method as RN/Ms until they reach increment 6 of the Certificate salary scale. In order to progress to increment 7, an EN with a Certificate qualification must successfully complete 80 nominal hours of structured education relevant to the practice setting. An employee classified at the
EN Certificate increment 6 level does not need to work 1610 hours or 12 months in order to progress to increment 7.

**Q7. If a Nurse Specialist at increment 4 has worked 900 hours and then translates to Clinical Nurse increment 5 upon approval of the Agreement, does the employee need to work 1610 hours or only 710 hours in order to progress to the next increment?**

A7. Hours worked at an increment in the Nurse Specialist classification range will be recognised after the employee has translated to the CN range. That is, the employee will retain their anniversary date from the Nurse Specialist range.

**Q8. Does an employee at RN/M 1 increment 9 automatically translate to increment 10 on the 1 Dec 2011?**

A8. No. Additional increments are part of the new career structure which is operative from the first full pay period on or after 1 December 2011. As such, an RN/M level 1 increment 9 will translate to increment 9 in the new structure, and will progress to increment 10 on their next anniversary date or after working 1610 hours.

**Q9. At what level does a health unit employ a third year undergraduate nursing/midwifery student?**

A9. The Assistant in Nursing/Midwifery classification no longer has spot salaries aligned with the student’s undergraduate studies. Instead, all AIN/Ms will commence at increment 1 and progress to increment 2 after working 1610 hours or after 12 months, whichever is the later. Therefore, a third year undergraduate student will be employed at either increment 1 or 2 depending on the hours of service already undertaken as an AIN/M.
Q1. Are casuals entitled to professional development?

A1. Yes, the average of 3 days per annum applies across the health unit site, based on all relevant nursing/midwifery staff (including casual and part-time employees) on a headcount basis.

Q2. What is the definition of “a day”?

A2. A day is defined as 7.6 hours.

Q3. Are the 3 days cumulative from year to year?

A3. No, the leave is not cumulative.

Q4. Can an individual employee receive more than 3 days professional development leave?

A4. Yes. As funding for professional development is provided to health units/regions on an average basis, a health unit/region could, for example, use the funding in a flexible manner by sending an individual employee to a 5-day training course one year, and nothing in a subsequent year. Health units/regions are expected to equitably manage the allocation of professional development leave and ensure it is used in the most efficient manner.

Q5. Is skills/maintenance training provided to every employee every year?

A5. Not necessarily. It is not expected that an employee will have to undertake all of the training listed in clause 4.8.2 of the Agreement every year. The intent of the clause is to clarify that if an employee undertakes any of the skills/maintenance training specified, it is not included in the average of 3 days professional development leave.

Q6. Clause 4.8.1 of the Agreement states that “nurses and midwives will have access to the following professional development opportunities...”. Is this an entitlement for all staff or is there still an approval process?

A6. Health units/regions will have processes in place to approve professional development requests. The Agreement now specifies the type of opportunities available to all staff, subject to the required approval.
**MEAL BREAK**

**Q1. How many unpaid meal breaks are applicable for shifts longer than 8 hours?**

A1. For shifts up to and including 10 hours, an employee is to receive one unpaid meal break no later than 5 hours from commencement of the relevant shift. For longer shifts (e.g. 12 hour shifts), an employee should receive 2 unpaid meal breaks during the shift.

**Q2. Can an employee choose to not take their 30 minute unpaid meal break?**

A2. No. The unpaid meal break is provided for Occupational Health, Safety and Welfare reasons.

**Q3. Clause 5.7 of the Agreement provides that an employee is paid an additional 50% until they are provided with an uninterrupted meal break or until completion of the employee’s ordinary hours of work. What does “ordinary hours” mean?**

A3. Ordinary hours means the employee is paid the penalty until the end of their rostered shift. It does not include overtime or additional hours worked.

**Q4. Clause 5.7.2 states that the 50% penalty is applicable where “an employee is required by an authorised person to work more than 5 hours without having had, or commenced, an unpaid meal break”. What does “authorised person” mean?**

A4. An authorised person may either be the employee’s line manager, Clinical Service Coordinator, Management Facilitator etc, depending on the circumstances.

**Q5. If an employee works an 8 hour night shift (11pm – 7am) on a week night and is required by an authorised person to work without a meal break, what do they get paid?**

A5. From 11pm - 4am the employee receives the ordinary rate + 20.5% night shift. From 4am – 7am the employee receives their ordinary rate + 20.5% night shift + 50% meal break penalty.

**Q6. What happens if an employee is interrupted during an unpaid meal break by a recall to work?**

A6. The interrupted meal break is counted as time worked in accordance with clause 5.7.3 of the Agreement. If the employee does not have a meal break during the remainder of their ordinary hours then overtime will apply to the interrupted meal break.

**Q7. If an employee is currently in an arrangement in which they receive a paid meal break as they are required to remain available, do they receive the additional 50% penalty?**

A7. No. Clause 5.7.4 of the Agreement includes a separate provision for employees who are required to remain available for duty during a meal break. The 50% penalty relates to employees who are interrupted during an unpaid meal break.