Explanatory Notes

[Section 79 of the Fair Work Act 1994 requires that the terms of the Agreement be explained to all employees to be covered by the Agreement. These explanatory notes are a guide to be read in conjunction with the proposed Agreement].

Preamble

The proposed Enterprise Agreement will replace the Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007.

The proposed Agreement was negotiated pursuant to the Fair Work Act 1994 and is subject to approval by the Industrial Relations Commission of South Australia (IRCSA).

If a majority of employees covered by the proposed Agreement who vote during the ballot vote in favour of this proposed Agreement (i.e. vote Yes), an application will be made to the IRCSA for it to be approved. The agreement only has effect if the IRCSA approves it.

This explanatory document:

• Explains the effect of the terms of the proposed Nursing and Midwifery (South Australian Public Sector) Enterprise Agreement 2010 (the proposed Agreement);
• Identifies the procedures in the proposed Agreement for preventing and settling industrial disputes;
• Indicates whether any term of the proposed Agreement will exclude any term/s of any industrial instrument/s that currently apply to employees; and
• Informs employees of their rights to be represented in relation to proceedings for approval of the proposed Agreement.

The proposed Agreement will cover public sector Registered Nurses/Midwives, Enrolled Nurses and Assistants in Nursing/Midwifery employed by the Chief Executive, Department of Health and the Chief Executive, Department for Families and Communities.

Further Information

The proposed Agreement, current Agreement and relevant Award can be found on the Department of Health and Department for Families and Communities intranet sites. You can also obtain a copy by contacting your relevant Human Resources department or from your Director of Nursing/Midwifery.

If you require further information or clarification in relation to the proposed Agreement contact your line manager, or your local Human Resources department or your Director of Nursing/Midwifery. Your ANMF worksite representative/organiser may also be of assistance in clarifying the proposed Agreement. Following this, if you still have any questions or concerns, SA Health employees may email NMEB2010@health.sa.gov.au; employees within the Department for Families and Communities may telephone (08) 8207 0608; or ANMF members may telephone the ANMF enquiry service on (08) 8334 1900 or toll free on 1800 809 642.
PART 1 – APPLICATION AND OPERATION OF AGREEMENT

Clause 1.1 Title

The proposed Agreement is called the Nursing/Midwifery (South Australian Public Sector) Enterprise Agreement 2010.

Clause 1.2 Arrangement

Serves as the index to the Agreement.

Clause 1.3 Definitions

Defines certain terms and abbreviations used in the Agreement to clarify the intent.

Clause 1.4 Scope and Parties Bound by the Agreement

This clause means that the Agreement is binding on the Chief Executive, Department of the Premier and Cabinet, the Chief Executive, Department of Health, the Chief Executive, Department for Families and Communities (the employers) and employees of employers who are Registered Nurses or Midwives (RN/M), Enrolled Nurses (EN), Student Enrolled Nurses and Undergraduate Nursing Students (referred to as Assistants in Nursing/Midwifery (AIN/M)) and the Australian Nursing and Midwifery Federation – SA Branch (ANMF). This clause has the same effect as the previous Agreement.

Clause 1.5 Date and Term

The Agreement will take effect from the date of approval by the IRCSA and expires on 30 June 2013.

Clause 1.6 Renegotiation

This clause provides for commencement of negotiations for a new Agreement no later than January 2013.

Clause 1.7 Relationship to Award

This clause is to the same effect as the previous Agreement so that the Agreement is to be read in conjunction with the Nurses (South Australian Public Sector) Award 2002.

Clause 1.8 Purpose

The Agreement recognises nurses’/midwives’ contribution to past and ongoing productivity in the South Australian public sector, and recognises the need to attract and retain qualified nursing/midwifery staff.

Clause 1.9 Principal Undertakings

This clause outlines the parties’ commitment to actively engage over clinical change and workforce reform initiatives during the life of the new Agreement.

Clause 1.10 Aims and Objectives

Sets out broad aims and objectives for the Agreement.

Clause 1.11 No Extra Claims

This is to the same effect as the existing clause and provides that no new claims (for wages or conditions) can be made or pursued during the life of the Agreement except where a variation to the Agreement may be made as a result of specified clauses subject to reviews.
Clause 1.12 Not to be Used as a Precedent

This is to the same effect as the existing clause to prevent the use of this Agreement or a part of this Agreement as a precedent elsewhere in the public sector.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

Clause 2.1 Consultation

This clause is to the same effect as the previous Agreement, outlining that appropriate consultation will take place if there is intent to implement workplace change that affects a significant number of nursing/midwifery employees.

Clause 2.2 Grievance & Dispute Settlement Procedure

This clause is to the same effect as the previous Agreement, providing that referral of disputes will be to the IRCSA for conciliation and/or determination where appropriate. A grievance and dispute settlement clause is a requirement of all Enterprise Agreements. It is designed to, wherever possible, ensure that grievances about industrial matters are addressed at the enterprise or local level in the first instance.

PART 3 - STAFFING

Clause 3.1 Staffing and Workloads – Inpatient Units

This clause provides for staffing to demand in health unit sites based on agreed staffing methodologies for inpatient units.

This clause also provides that Excelcare will continue to operate in current sites unless there is agreement between DH and the ANMF to replace it with a new system or, it is no longer possible to maintain Excelcare due to system failure.

The clause provides for an interim staffing methodology in the event Excelcare fails during the life of the new Agreement.

The clause also provides that during the first 6 months of the new Agreement, the parties will explore nurse/midwife to patient ratios as an alternative staffing methodology.

This clause references protocols for the use and maintenance of Excelcare to ensure that any changes to Units of Care and/or timings are appropriate and agreed between the parties. It also provides for local hospital governance arrangements designed to improve and maintain the integrity of the Excelcare system.

Clause 3.2 Country Staffing Arrangements

This clause outlines country staffing arrangements including a process by which country health sites must staff to demand. A specific staffing methodology for complex care (stable) beds is included in the proposed Agreement, as well as ensuring that where the 10 hour night shift is in place, an additional 2 hours of indirect time per nurse/midwife on night duty will apply.

Clause 3.3 Review of Commonwealth Funded Aged Care Beds

This clause provides for DH and the ANMF to conduct a joint review of the staffing methodology applicable to Commonwealth Funded Aged Care Beds within the first 6 months of the new Agreement.
Clause 3.4  Skill Mix

The skill mix for metropolitan and country inpatient units has continued from the previous Agreement. A new clause has been included that provides for DH to review current skill mix methodologies in consultation with the ANMF during the life of the Agreement.

Clause 3.5  Community Health and Community Mental Health Workload Measurement Project

This clause sets out a process for review of potential workload tools within Community Mental Health and Community Health settings. DH, in consultation with the ANMF, will develop overarching principles to be applied when determining staffing in these areas, and will also commence a 6 month pilot of the “Focus of Care” tool in adult Mental Health Community settings.

Clause 3.6  Rostering Arrangements

The intent of this clause has not changed and provides for rostering arrangements (prohibiting fixed days off, unless by request).

Clause 3.7  Standard 10 Hour Night Shifts

This clause continues to provide for 10 hour night shifts introduced in July 2005.

Clause 3.8  Casual Employees

This clause is to the same effect as the previous Agreement and requires that casual employees be engaged for a minimum of 3 hours.

Clause 3.9  Part Time Employees – Minimum Shift Length

This clause continues to provide that part time employees cannot be rostered to work shift lengths less than 3 hours.

Clause 3.10  Performance Review and Development

This clause replaces the existing Performance Management clause and provides that performance review and development of employees will be developed/maintained for all nursing/midwifery staff during the life of the agreement.

Clause 3.11  Midwifery Caseload Practice Agreement

This clause continues the provisions of the Midwifery Caseload Practice Agreement.

PART 4 – CAREER STRUCTURE

Clause 4.1  Career Structure and Translation Arrangements

This clause refers to the amended work level descriptors in Appendix 7 and refers to translation arrangements to the modified career structure, operative 1 December 2011, detailed in Appendix 5C.

Clause 4.2  Incremental Progression

This clause provides for revised incremental progression arrangements to the effect that employees will progress to the next increment on their next annual anniversary date (or after completion of 1610 hours for casual/part time employees but no earlier than 12 months).

Progression for Enrolled Nurses has changed from pay points to increments (as per the above).
Clause 4.3 Enrolled Nurse with Certificate Qualifications

The intent of this clause is unchanged from the previous Agreement where progression to increment 7 is after successful completion of 80 nominal hours of structured education.

Clause 4.4 Enrolled Nurse with Diploma of Nursing Qualifications

This clause is unchanged from the previous Agreement.

Clause 4.5 Registered Nurse/Midwife Level 2 (RN/M2)

This clause confirms current practice and provides that an RN/M Level 2 with portfolio responsibilities will be allocated time for portfolio management based on the agreed methodology of 1 FTE per 150 nursing/midwifery staff (FTE).

Clause 4.6 Registered Nurse/Midwife Level 3 (RN/M3) and Level 4 (RN/M4) (Including Nurse Practitioner)

This clause provides that where RN/M Levels 3 and 4 are required to work rostered shiftwork as required by an RN/M 5 or 6, the appropriate shift penalties are payable.

Where RN/M Levels 3 and 4 are required to be on-call, the appropriate on-call allowance, and where appropriate, recall payment is payable.

This clause also confirms the current practice that Clinical Service Coordinators (Level 3 and 4) are to be provided with 5 days per week during which they will not be counted towards meeting patient/client demand for staffing related purposes. A component of this time may be allocated to the Associate Clinical Services Coordinator.

Clause 4.7 Registered Nurse/Midwife Level 5 (RN/M5) and Level 6 (RN/M6)

This clause is a continuation of the existing clause, and also provides that the Chief Executive will consult with the ANMF in relation to any identified RN/M5 or RN/M6 position that the Chief Executive considers congruent with the Executive stream.

This clause provides for the RN/M Level 6 work level descriptors to be varied by agreement of the parties.

Clause 4.8 Professional Development

This clause provides for the continuation of an average of 3 days paid professional development leave per annum.

A new clause has been included which identifies a list of skills maintenance/training to be provided by the employer in addition to the 3 days professional development leave.

This clause also outlines funding and acquittal arrangements with regard to professional development activities undertaken by nurses and midwives and that health unit sites will provide quarterly reports to the ANMF.

Clause 4.9 Capability Development Framework

This is a new clause that provides that DH will consult with the ANMF to develop a Capability Development Framework for nursing and midwifery within 6 months of the date of approval of the Agreement.

PART 5 – WAGES AND OTHER CONDITIONS

Clause 5.1 Salaries

This clause provides for the following increases to salaries:
A general salary increase of 2.5% p.a. plus $600 (in base) effective from the first full pay period commencing on or after 1 October 2010;
A revised career/salary structure effective from the first full pay period effective from the first full pay period on or after 1 December 2011; and
A general salary increase of 2.5% p.a. effective from the first full pay period commencing on or after 1 October 2012.

Clause 5.2 Salary Sacrifice Arrangements
This clause provides for the continuation of salary sacrifice arrangements.

Clause 5.3 Recall to Work, Overtime and Time Off in Lieu of Overtime
The provisions of this clause remain to the same effect as the previous Agreement however, the ability to accrue up to 2 weeks time off in lieu of payment for recalls has been extended to all employees.

Clause 5.4 Clinical Duties – Registered Nurse/Midwife Level 5 and 6 (RN/M 5 and RN/M 6)
This clause provides that all RN/M Levels 5 and 6 required to be on-call for clinical nursing duties will be eligible for the on-call and recall provisions of the Agreement.

Clause 5.5 Days in Lieu of Public Holidays
This clause is unchanged from the previous Agreement.

Clause 5.6 Part Time Employees Working Variable Shifts – Public Holidays
This clause is unchanged from the previous Agreement.

Clause 5.7 Meal Breaks
This clause provides that no employee will be required to work more than 5 hours without an unpaid meal break.

Where an employee is required by an authorised person to work more than 5 hours without having had, or commenced, a minimum unpaid meal break, the employee will be paid an additional 50% of the employees ordinary hourly rate, from the commencement of the sixth hour until such time as the employee is provided with an uninterrupted meal break or until the completion of the employees ordinary hours of work for that day or shift.

Where an employee is required to remain available for duty during a meal break, the employee is to be paid ordinary time rates for the period of the break.

Clause 5.8 Daylight Saving
This clause is unchanged from the previous Agreement.

Clause 5.9 Personal/Carers Leave
This clause is to the same effect as the previous Agreement.

Clause 5.10 Annual Leave
This clause has been amended from the previous Agreement to clarify that an employee will receive an additional 5 working days of leave where that employee is rostered on-call for a minimum of 47 weekend on-call periods during a service year.
Clause 5.11  ANMF Representatives – Recognition and Leave

This is a new clause that provides leave for union training of authorised representatives of the ANMF, as well as reasonable time during work hours to undertake their work as a union representative.

PART 6 – PENALTIES AND ALLOWANCES

Clause 6.1  Rural and Remote Service Incentive Payments

This clause is to the same effect as the current Agreement and provides for increases to annual incentive payments and one-off incidental payments.

Clause 6.2  Night Shift Penalty

This clause provides for a penalty rate of 20.5% over the life of the agreement, to be paid when working on rostered night shifts Monday to Friday inclusive.

Clause 6.3  Nurse/Midwife In-Charge Allowance

This clause provides for increases to the in-charge allowance.

Clause 6.4  On-Call Allowance

This clause provides for increases to the on-call allowance.

Clause 6.5  Responsibility Allowance

This clause provides for increases to the responsibility allowance.

Clause 6.6  Additional Duties Allowance

This clause is to the same effect as the previous Agreement.

Clause 6.7  Hyperbaric Allowance

This clause provides for increases to the hyperbaric allowance.

Clause 6.8  Uniform Allowance

This clause provides for increases to the uniform allowance.

Clause 6.9  Allowance for Additional Qualifications

This clause is to the same effect as the previous Agreement.

PART 7 – WORK LIFE FLEXIBILITY

Clause 7.1  Paid Maternity/Adoption Leave

Effective from 1 October 2010, this clause increases paid Maternity/Adoption leave from 14 weeks to 16 weeks for eligible employees.

This clause also provides that on or after 12 months of the date of approval of the Agreement by the IRCSA, an employee, other than a casual employee, who, at the time of the taking of paid maternity or adoption leave, has been employed in the SA public sector for not less than 5 years, will be entitled to 18 weeks paid maternity or adoption leave.

The revised clause also provides that the Commonwealth paid parental leave provisions will apply irrespective of the provisions of the proposed Agreement.
Clause 7.2  Breast Feeding Facilities
This clause remains unchanged from the previous Agreement.

Clause 7.3  Return to Work on a Part Time Basis
This clause continues the entitlement to return to work on a part time basis and outlines conditions for return to work arrangements.

This clause also provides that an employee’s return to work part time will be on a non-discriminatory basis.

Clause 7.4  Voluntary Flexible Working Arrangements
This clause is to the same effect as the previous Agreement.

Clause 7.5  Reimbursement of Reasonable Child Care Costs
This clause is unchanged from the previous Agreement.

Clause 7.6  Reimbursement of Reasonable Travel Costs
This clause is unchanged from the previous Agreement.

PART 8 – OCCUPATIONAL HEALTH, SAFETY & WELFARE

Clause 8.1  OHS&W Responsibilities
This clause is to the same effect as the previous Agreement and provides that DH will provide the ANMF with a report identifying OHS&W representatives in nursing/midwifery areas.

Clause 8.2  Lead Aprons and Relief Breaks
This clause is to the same effect as the previous Agreement.

Clause 8.3  Pre-Employment Health Screenings
This clause provides that where the employer requires such tests, the employer will meet the reasonable cost, provided the information gathered by the employer is relevant and the prospective employee’s consent is given.

PART 9 – SIGNATORIES TO THE AGREEMENT
This is to the same effect as the previous Agreement.

PART 10 – APPENDICES

Appendix 1  Excelcare Protocols
This is a new appendix that provides protocols for the use and maintenance of Excelcare including review of changes made to the system during 2010.

Appendix 2  Staffing and Workloads – Inpatient Units – Staffing Methodologies
Section 2 of this appendix includes a summary of staffing requirements taken from 4 professional standards (CENA 2007, ACCCN 2003, GESA 2006 and ACORN 2010), which will be used as a reference for staffing in Emergency Departments, Intensive Care Units/High Dependency Units, Endoscopy areas and Peri-operative services.
Section 3 contains updated staffing methodologies for units not staffing to Excelcare and not covered by the above standards.

**Appendix 3  Country Health SA Monitored Care Levels and Criteria**

This is a new appendix that provides the monitored care levels and criteria for complex care beds in Country Health SA.

**Appendix 4  Skill Mix in Country Inpatient Units**

This appendix is to the same effect as the previous Agreement.

**Appendix 5A  Classification and Salaries**

This appendix provides classification and salaries for the life of the Agreement.

**Appendix 5B  Translation Arrangements Operative from date of Approval by IRCSA**

This is a new appendix that provides for translation arrangements operative from date of Approval of the Agreement by IRCSA.

Current Students in Enrolled Nursing will translate to Assistants in Nursing/Midwifery upon approval of the Agreement by the IRCSA.

Current Nurse/Midwife Specialists will translate to the Clinical Nurse/Midwife (Level 2) classification upon approval of the Agreement by the IRCSA.

**Appendix 5C  Nursing and Midwifery Modified Salary Structure**

This is a new appendix that provides for the translation of salaries arising out of the Nursing and Midwifery modified career structure, effective from 1 December 2011.

**Appendix 6  Midwifery Caseload Practice Agreement**

This appendix is to the same effect as the previous Agreement.

**Appendix 7  Career Structure**

This appendix amends the previous work level descriptors for each classification in the Nursing and Midwifery career structure and includes program/project roles at various levels.

This Appendix provides work level descriptors for 2 new classifications of Advanced Skill Enrolled Nurse and RN/M Level 5.3 operative 1 December 2011.

Included in this Appendix is a review of AIN/M work level descriptors if required and agreed by the parties.

This appendix also provides for reclassification indicators and minimal essential qualifications for roles in the career structure that are available on a reclassification basis.

**Appendix 8  Rural and Remote Service Incentive Payments**

This appendix is to the same effect as the previous Agreement.

**Appendix 9  Zone Allocations – Health Unit Sites**

This appendix is to the same effect as the previous Agreement.

**Appendix 10  Qualification Allowances and Conditions of Eligibility**

This appendix provides for Qualification Allowances.