



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## NURSES (SOUTH AUSTRALIAN PUBLIC SECTOR) AWARD 2002

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

### **PART 1 - APPLICATION AND OPERATION OF AWARD**

#### **CLAUSE 1.1 TITLE**

OPDATE 01:04:2007 on and from

This Award is to be known as the Nurses (South Australian Public Sector) Award 2002.

#### **CLAUSE 1.2 ARRANGEMENT**

OPDATE 01:04:2007 on and from

*Clause no.*      *Title*

#### **Part 1 - Application and operation of Award**

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- 1.5 Date the Award starts
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### CLAUSE 1.3 WHERE AND WHO THE AWARD COVERS

OPDATE 01:04:2007 on and from

- 1.3.1** The Award applies in South Australia.
- 1.3.2** This Award is binding upon the Chief Executive, Department of Health, the Chief Executive, Department of Families and Communities, the Chief Executive, Department of the Premier and Cabinet (the employers) and employees of employers who are Registered or Enrolled Nurses, Midwives and Mental Health Nurses (however titled) who are registered or enrolled (or otherwise listed) pursuant to the *Nurses Act 1999 (SA)* (or successor legislation) and student Registered and Enrolled Nurses.
- 1.3.3** This Award is binding on the Australian Nursing Federation (SA Branch).

### CLAUSE 1.4 SUPERSESSION AND SAVINGS

OPDATE 01:04:2007 on and from

- 1.4.1** This Award supersedes the Nurses (South Australian Public Sector) Award 1991.
- 1.4.2** No right, obligation or liability accrued under the Nurses (SA Public Sector) Award 1991 will be affected by this supersession. Except when inconsistent with this Award, the provisions of the *South Australian Health Commission Act 1976*, the *Institute of Medical and Veterinary Science Act 1982*, the regulations made respectively thereunder and terms and conditions of employment will have full force and effect and no amendment will operate to diminish benefits in the terms and conditions of employment of employees covered by this Award, except where otherwise agreed by the respondents to the Award.
- 1.4.3** The terms and conditions referred to in 1.4.2 are the Department of Health (SA HC Act and IMVS Act) Human Resources Manual for employees of hospitals or health centres incorporated under the *South Australian Health Commission Act 1976* or employees employed pursuant to the *Institute of Medical and Veterinary Science Act 1982*, and Commissioner for Public Employment Circulars, Determinations and Directions for employees of the Department of Health.

### CLAUSE 1.5 DATE THE AWARD STARTS

OPDATE 01:04:2007 on and from

- 1.5.1** This Award shall come into force from the beginning of the first full pay period commencing on or after 1 April 2007.

- 1.5.2** Prior to this date the parties bound by this Award were bound by an award made under the *Workplace Relations Act 1996 (Cwth)*. On 1 April 2007 the *Statutes Amendment (Public Sector Employment) Act 2006* was proclaimed. Pursuant to clause 2(5) of Schedule 1 – Transitional Provisions of this Act, a State award is taken to be created under the *Fair Work Act 1994* with the same terms and conditions as the award made under the *Workplace Relations Act 1996 (Cwth)*. The terms of the newly created award under the *Fair Work Act 1994* were confirmed by the parties in proceedings before the Industrial Relations Commission of South Australia on 28 May 2007 and further the terms of the Award were varied by the Commission in line with clause 2(6) of Schedule 1 of the *Statutes Amendment (Public Sector Employment) Act 2006* effective from 1 April 2007 and an order of variation issued.

#### CLAUSE 1.6 DEFINITIONS

OPDATE 01:04:2007 on and from

- 1.6.1** **Afternoon shift** is a complete rostered shift that commences no earlier than twelve noon and finishes after 6.00 p.m.
- 1.6.2** **ANF** means the Australian Nursing Federation (SA Branch) employee association.
- 1.6.3** **Casual employee** is engaged to work less than fifteen hours per week, or for less than one month or whose ordinary hours vary from week to week irrespective of the span of hours or the period of engagement.
- 1.6.4** **Employer** means the Chief Executive, Department of Health and/or the Chief Executive, Department of Families and Communities.
- 1.6.5** **Job and person specifications** means the official statement of qualifications, duties and responsibilities attaching to the position of each employee employed under this Award. A copy of the relevant job and person specification will be provided to each employee at the time of appointment.
- 1.6.6** **Health Care Agency** means the Department of Health or Institute of Medical and Veterinary Science or a hospital or health centre incorporated under the *South Australian Health Commission Act 1976* with employees covered by this Award.
- 1.6.7** **Hourly rate** is the appropriate annual salary divided by 52.16666667 (being 313 divided by 6) and divided by 38.
- 1.6.8** **Night shift** is a complete rostered shift worked between the hours of 6.00 p.m. and 7.30 a.m.
- 1.6.9** **Nursing care** means activities undertaken by a nurse in order to:
- 1.6.9(a)** Assess the nursing needs of the individual patient/client, the family or community group;
  - 1.6.9(b)** Develop a nursing care plan in association with the patient(s)/client(s) and/or their families and with other appropriate health professionals;
  - 1.6.9(c)** Implement the nursing care plans;
  - 1.6.9(d)** evaluate the effectiveness of the care provided in terms of the outcomes of the nursing interventions;
  - 1.6.9(e)** revise the plan of care appropriately.
- 1.6.10** **Nursing services** are services provided by a Health Care Agency and may include:
- 1.6.10(a)** The assessment of nursing needs and organisational methods of meeting such needs;

- 1.6.10(b)** health promotion, health education and health maintenance, advice, advocacy, counselling and support for individuals or groups, in all health related matters;
- 1.6.10(c)** The provision of nursing care to persons confined to hospitals or ambulatory settings;
- 1.6.10(d)** The provision of primary health care to sick and disabled persons not confined to hospitals;
- 1.6.10(e)** Consultation and collaboration within the health industry;
- 1.6.10(f)** The provision of educational opportunities to other employees and students in the health industry.

**1.6.11** *Part-time employee* is an employee who works less than 38 hours per week and who has reasonably predictable hours.

**1.6.12** *Registered nurse* means an employee registered by the Nurses Board of South Australia as a registered general nurse or registered psychiatric nurse.

A registered psychiatric nurse is only eligible for appointment to registered nurse (levels 1, 2 and 3) as defined in this Award. This is subject to the requirements of the *Nurses Act 1999* being met.

**1.6.13 Enrolled nurse**

**1.6.13(a)** *Enrolled nurse* means an employee:

- whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a registered; and
- who is subject to the regulations and/or by-laws of the Nurses Board of South Australia and who holds a current practising certificate.

**1.6.13(b)** *In service training* means the formal and/or informal work related learning activities undertaken by an employee through opportunities provided by the Health Care Agency, which contribute to an employee's professional development and efficiency by:

- the acquisition and updating of skills and knowledge beneficial to effective performance within a team; and/or
- reducing the degree of direct supervision required by the employee; and/or
- enhancing the breadth and/or depth of knowledge and skills required by an employee in a specific area and/or range of areas of nursing practice, as the case may be.

**1.6.13(c)** *Supervision* means the oversight, direction, instruction, guidance and/or support provided to an employee by the registered nurse responsible for ensuring such an employee is not placed in situations where required to function beyond his or her preparation and competence. Specifically:

**1.6.13(c)(i)** *Direct supervision* means the employee works side by side continuously with a registered nurse responsible for observing and directing his or her activities in circumstances where, in the judgement of the registered nurse, such an arrangement is warranted in the interests of safe and/or effective practice;

**1.6.13(c)(ii) *Indirect supervision*** means such other supervision provided to an employee assuming responsibility for functions delegated by a registered nurse in circumstances where, in the judgement of the registered nurse accountable for such delegation, direct supervision of the employee is not required.

**1.6.13(d) *Pay point Y1*** means the pay point to which an employee is appointed, as an enrolled nurse where the employee possesses and may be required to utilise a level of nursing skill and knowledge based on:

**1.6.13(d)(i) *Training and experience***

- the satisfactory completion of a hospital based course of training in nursing of not more than twelve months duration leading to enrolment as an enrolled nurse (as defined); or
- the satisfactory completion of a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/Territory nurses registration board; and practical experience of up to but not more than twelve months in the provision of nursing care and/or services, and the undertaking of in service training, subject to its provision by the Health Care Agency, from time to time.

**1.6.13(d)(ii) *Skill indicators***

- The employee has limited or no practical experience of current situations; and limited discretionary judgement, not yet developed by practical experience.

**1.6.13(e) *Pay point Y2*** means the pay point to which an employee shall be appointed as an enrolled nurse or will progress from pay point Y1, having been assessed as being competent at pay point Y1, where the employee possesses and is required to utilise a level of nursing skill and knowledge based on:

**1.6.13(e)(i) *Training and experience***

- The satisfactory completion of a hospital based course of general training in nursing of more than twelve months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an enrolled nurse; or
- in addition to the experience, skill and knowledge requirements specified for pay point Y1, not more than one further year of practical experience in the provision of nursing care and/or services; and
- The undertaking of inservice training, subject to its provision by the Health Care Agency, from time to time.

**1.6.13(e)(ii) *Skill indicators***

An employee is required to demonstrate some of the following in the performance of his or her work:

- a developing ability to recognise changes required in nursing activity and in consultation with the registered nurse, implement and record such changes, as necessary; and/or
- is able to relate theoretical concepts to practice; and/or

- requires assistance in complex situations and in determining priorities.

**1.6.13(f) Pay point Y3** means the pay point to which an employee is appointed as an enrolled nurse or progress from pay point Y2, having been assessed as being competent at pay point Y2, where the employee possesses and is required to utilise a level of nursing skill and knowledge based on:

**1.6.13(f) (i) Training and experience**

- In addition to the experience, skill and knowledge requirements specified for pay point Y2, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of inservice training, subject to its provision by the Health Care Agency, from time to time.

**1.6.13(f) (ii) Skill indicators**

An employee is required to demonstrate some of the following in the performance of his or her work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision; and/or
- the use of observation and assessment skills to recognise and report deviations from stable conditions; and/or
- demonstrated flexibility in the capacity to undertake work across a broad range of nursing activity and/or competency in a specialised area of practice; and/or
- uses communication and interpersonal skills to assist in meeting psychosocial needs of individuals/groups.

**1.6.13(g) Pay point Y4** means the pay point to which an employee shall be appointed as an enrolled nurse or progress from pay point Y3, having been assessed as being competent at pay point Y3, where such an employee possesses and is required to utilise a level of nursing skill and knowledge based on:

**1.6.13(g) (i) Training and experience**

- In addition to the experience, skill and knowledge requirements specified for pay point Y3, not more than one further year of practical experience in the provision of nursing care and/or services; and
- The undertaking of inservice training, subject to its provision by the Health Care Agency, from time to time.

**1.6.13(g) (ii) Skill indicators**

An employee is required to demonstrate some of the following in the performance of his or her work:

- demonstrable speed and flexibility in accurate decision making; and/or
- organises own workload and sets own priorities with minimal direct supervision; and/or

- uses observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- uses communication and interpersonal skills to meet psychosocial needs of individual/groups.

**1.6.13(h) Pay point Y5** means the pay point to which an employee is appointed as an enrolled nurse or will progress from pay point Y4, having been assessed as being competent at pay point Y4, where such an employee possesses and may be required to utilise a level of nursing skill and knowledge acquired on the basis of:

- In addition to the experience, skill and knowledge requirements specified for pay point Y4, not more than one further year of practical experience in the provision of nursing care and/or services; and the undertaking of relevant inservice training, subject to its provision by the Health Care Agency, from time to time.

**1.6.13(h)(i) Skill indicators**

An employee is required to demonstrate all of the following in the performance of his or her work:

- contributes information in assisting the registered nurse/s with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary; and
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- demonstrates efficiency and sound judgement in identifying situations requiring assistance from a registered nurse.

**1.6.13(i)** The requirement for an Enrolled Nurse to work under the supervision of a Registered nurse is not necessary where approval has been given by the Nurses Board of South Australia for such supervision to be waived.

**1.6.13(j) Pay point progression** means that each employee will progress on his or her annual anniversary date from one pay point to the next, having regard to the acquisition and utilisation of skills and knowledge as stated in the applicable skill indicators for the pay point through experience in his or her practice setting/s over such period.

**1.6.13(k) Pay point deferral/refusal** means that an employee's progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each pay point, and is not unreasonably nor arbitrarily imposed by the employer. Deferral/refusal will be considered unreasonable if the employer has refused to provide training and/or opportunities to work in various practice settings in the employer's establishment.

**1.6.13(l)** *Pay point appeal* means that an employee may appeal a deferral or refusal imposed under 1.6.12(k), provided that where such appeal results in a revocation of the employer's decision, pay point progression will be considered to operate and be payable from the employee's anniversary date for such progression pursuant to 1.6.12(j). For the purposes of this subclause, an appeal will be undertaken and resolved in accordance with the grievance procedure provided for in the Department of Health (SA HC Act and IMVS Act) Human Resources Manual. The implementation of this grievance procedure does not, nor can it, diminish any rights that any party has in bringing matters to the Australian Industrial Relations Commission.

**1.6.13(m)** *Pay point review* means that where circumstances have changed such that the employee appropriately falls within the terms specified for his/her next pay point, either the employer or employee may initiate a review of a deferral or refusal imposed pursuant to 1.6.13(k), which may result in the lifting of such deferral or refusal at and operative from such date. For the purposes of this subclause, an appeal will be undertaken and resolved in accordance with the grievance procedure provided for in the Department of Health (SA HC Act and IMVS Act) Human Resources Manual. The implementation of this grievance procedure does not, nor can it, diminish any rights that any party has in bringing matters to the Australian Industrial Relations Commission.

#### **1.6.14 Registered nurse - level 1**

**1.6.14(a)** *Registered nurse (level 1) (RN1)* means an employee who is registered by the Nurses Board of South Australia as a registered nurse and who holds a current practising certificate.

**1.6.14(b)** An RN1 is required, according to the employee's level of competence and under the general guidance of, or with general access to, a competent registered nurse providing work related support and direction, to perform general nursing duties which will substantially include but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvements of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff and enrolled nurses, student nurses and student enrolled nurses and other workers providing personal care;
- accepting accountability for the employee's own standards of nursing care and service delivery;
- participating in action research and policy development within the practice setting; and
- subject to clause 4.9 - Higher duties, relieving an RN2 as required.



### 1.6.15 Registered nurse - level 2

**1.6.15(a) *Registered nurse (level 2) (RN2)*** means an employee who is registered by the Nurses Board of South Australia as a registered nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting. An RN2 is appointed by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

**1.6.15(b)** An RN2 is required, in addition to the duties of an RN1, to perform duties delegated by an RN3, and clinical nursing duties which will substantially include but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to registered nurses (level 1), enrolled nurses, student nurses and student enrolled nurses;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the RN3;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting;
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting; and
- subject to Clause 4.9 Higher Duties, relieving an RN3 as required.

**1.6.15(c)** An RN2 appointed on an annual basis is known as a Clinical nurse specialist. Grounds for appointment, as assessed by the classification committee of the Health Care Agency include:

- a demonstrated commitment to education/development relevant to the areas of practice and who has produced a work program related to this activity;
- demonstrated commitment to preceptorship or mentoring of others and who has delegated responsibility for this activity within the ward/worksite;
- a demonstrated commitment to participation in nursing research and evidence of nursing research activity;
- a commitment to participation in the provision of clinical leadership within the ward/worksite;
- other leadership duties consistent with the RN2 classification.

Where such positions are to be established, consultation with the ANF will occur.

### 1.6.16 Registered nurse - level 3

**1.6.16(a) *Registered nurse level 3 (RN3)*** means an employee who is registered by the Nurses Board of South Australia as a registered nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting. The RN3 is appointed by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis.

**1.6.16(b)** An employee appointed at this level is required in addition to the duties of an RN2 to undertake some or all of the following functions:

- providing leadership and role modelling, in collaboration with others, particularly in the areas of action research and quality assurance programs; staff selection, management, development and appraisal; allocation and rostering of staff; participating in policy development and implementation; implementation and evaluation of patient and/or client education programs; and acting as a consultant on request in the employee's own area of proficiency, for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of, the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multi-disciplinary service teams providing acute nursing and community services;
- being accountable for the management of human and material resources within a specified span of control including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control;
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population;
- subject to Clause 4.9 Higher Duties, relieve registered nurses (level 4 or 5) as required.

Where such positions are to be established, consultation with the ANF will occur.

### 1.6.17 Registered nurse - level 4

**1.6.17(a) Registered nurse (level 4 grade 3) (RN4/3)** means an employee who is registered by the Nurses Board of South Australia as a registered nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting. The RN4/3 is appointed by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee appointed at this level (to be known as an **Assistant Director of Nursing, functional service unit** or any other local title as appropriate) is required, in addition to the duties of a RN4 grades 1 and 2 (as defined) to perform duties which shall substantially include but are not confined to:

- being accountable to the Chief Executive Officer for the implementation of strategies ensuring the effective management of the total range of human and material resources within a specified functional service unit in conjunction with the Clinical director (medical);
- collaborating with the Clinical director (medical) to establish policies, goals and objectives for the functional service unit and develop annual operating and long-term strategic plans for the service within the Health Care Agency's operating plan;
- participating as a member of the Health Care Agency Executive on a shared basis with the Clinical director (medical);
- collaborating with the Clinical director (medical) in the management of the allocation of resources, including capital expenditure, within the functional service unit through the planning and budgeting process including negotiating with the Chief Executive Officer and hospital Executive the budget and activity profiles for the service;
- being jointly responsible with the Clinical director (medical) for the recruitment, appointment, retention and coordination of the development, including appraisals, of all staff in the functional service unit within overall Health Care Agency human resource guidelines; and
- collaborating with the Clinical director (medical) in respect of the promotion of research activities specific to the functional service unit.
- subject to Clause 4.9 Higher Duties, relieve the Director of Nursing as required.

**1.6.17(b)** For the purpose of this subclause, a **functional service unit** means a group of similar or different patient service areas and support services aggregated together to form a "unit" for the purpose of decentralising operating responsibilities, service management and financial accountability; and

**1.6.17(b)(i) Clinical director (medical)** means the appointed Senior Consultant or Senior Visiting Medical Specialist with the responsibility of jointly managing the functional service unit with an Assistant Director of Nursing so described in this subclause.

**1.6.17(b)(ii)** Notwithstanding the above, in circumstances whereby a clinical director (medical) is not appointed to jointly manage the functional service unit, the Assistant Director of Nursing (functional service unit) will undertake sole responsibility for all of the duties described herein.

**1.6.17(c) Registered nurse (level 4 grade 2) (RN4/2)** means an employee who is registered by the Nurses Board of South Australia as a registered nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting. The RN4/2 is appointed by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis. The RN4/2 may undertake some or all of the following functions:

- subject to Clause 4.9 Higher Duties, to relieve the Director of Nursing as required;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of selection of staff within the employee's area of responsibility, provision of appropriate education programs, and coordination and promotion of clinical, management and education research projects; participating as a member of the nursing executive team; and contributing to the development of nursing and Health Care Agency policy; for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specified group of RN3's;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control;
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

**1.6.17(d) Registered nurse (level 4 grade 1) (RN4/1)** means an employee who is registered by the Nurses Board of South Australia as a registered nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this subclause on a continuing basis. The RN4/1 may undertake some or all of the following functions:

**1.6.17(e)** In the case of "Program Manager" positions at the Julia Farr Services be accountable to the "Services Director" for the service delivery of a multi-discipline team. A Program Manager may be required to undertake duties which may substantially include but not be confined to:

- the management of a team staff which may include medical officers, Registered nurses level 3 and other nursing staff, allied health professionals, administrative and other support staff;
- being accountable for the effective and efficient management of human and material resources of the program;
- work collaboratively with all health professional seniors to address discipline specific issues;
- contributing to the development of Health Care Agency policy for the purpose of facilitating the provision of quality health care;
- relieving the Services Director as required and undertaking an executive role within the unit;
- ensuring that all service delivery and management of the team is undertaken in a framework of quality management, equal opportunity, appropriate standards of occupational health and safety and infection control, consumer participation and based on recognised industry standards.

**1.6.17(f)** In the case of an ADON Mental Health Division, Women's and Children's Hospital, in addition to the duties of an RN3 an employee appointed to this level is required to perform duties which may substantially include but not be confined to:

- Being accountable to the Executive Director, Mental Health Division for the management of the psychiatric ward within the hospital, and the Executive Director, Nursing and Patient Care Services for professional standards of nursing practice across the Mental Health Division.
- Undertaking, for the Boylan Ward of the Women's and Children's Hospital, clinical and management duties consistent with RN4 grade 2.

**1.6.17(g)** In the case of ADON Division of Medicine, North Western Adelaide Health Service in addition to the duties of an RN3 an employee appointed to this level is required to perform duties which may substantially include but not be confined to being accountable to the Executive Director, Clinical and Community Services for assisting the Divisional Director of Nursing in the management of the Medical Division.

**1.6.17(h)** The classification of RN4/1 is restricted to the positions described in 1.6.15(d). Any other access to its provisions is subject to agreement of the Department of Health and the ANF.

#### **1.6.18 Registered nurse - level 5**

**1.6.18(a) *Registered nurse (level 5)*** means an employee who is registered by the Nurses Board of South Australia as a registered general nurse, who holds a current practising certificate and any other qualification required for working in the employee's particular practice setting. The RN5 is appointed by a selection process. The RN5 may undertake some or all of the following functions:

- being accountable for the standards of nursing care for the Health Care Agency and for coordination of the nursing service of the Health Care Agency;
- participating as a member of the executive of the Health Care Agency, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of Health Care Agency policy;
- providing leadership, direction and management of the nursing division of the Health Care Agency in accordance with policies, philosophies, objectives and goals established through consultations with staff and in accordance with the directions of the Board of Directors of the Health Care Agency;
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management; and generally advocating for the interests of nursing to the executive team of the Health Care Agency;
- managing the budget of the nursing division of the Health Care Agency;
- ensuring that nursing services meet changing needs of clients or patients through proper strategic planning and;
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

**1.6.18(b)** In the case of an Executive Officer/Director of Nursing, (EO/DON) in addition to the role set out for an RN5 and under the guidance and direction of the Chief Executive Officer (CEO) who is not located within the agency:

- providing day to day management of the Health Care Agency; and
- being accountable for the operational planning, financial and human resource management of the Health Care Agency; and
- acting as the executive officer to the Board of Directors; and
- ensuring that services operate consistent with appropriate standards.

**1.6.18(c)** In the case of a Chief Executive Officer/Director of Nursing (CEO/DON) in addition to the roles set out for RN5 and EO/DON has delegated responsibility from the Board for the operation of the Health Care Agency including:

- planning, implementation and evaluation of health care programs;
- having legal responsibility for decisions and actions taken.

**1.6.18(d)** In the case of a Multi-Campus Director of Nursing (MCDON) where the Boards of Health Care Agencies have amalgamated to form two or more campuses of a single Health Service, the MCDON will perform the duties of an RN5 across those campuses.

**1.6.18(e)** The establishment of positions detailed in 1.6.18(b), 1.6.18(c) and 1.6.18(d) are subject to consultation with the ANF.

### **1.6.19 Student in Enrolled Nursing**

**1.6.19(a) *Student in Enrolled Nursing*** means a person (who may or may not be engaged as a trainee under the terms of a contract of training) who is

employed on the basis that the person is or will be undertaking a course approved by the Nurses Board of South Australia for the preparation of enrolled nurses.

#### **CLAUSE 1.7 ANTI-DISCRIMINATION**

OPDATE 01:04:2007 on and from

- 1.7.1** It is the intention of the respondents to this Award to achieve the principal object in 3(m) of the *Fair Work Act 1994* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 1.7.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 1.7.3** Nothing in this clause is taken to affect:
- 1.7.3(a)** Any different treatment (or treatment having different effects) which is specifically exempted under the State and Commonwealth anti-discrimination legislation;
  - 1.7.3(b)** An employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
  - 1.7.3(c)** The exemptions in s3(m) of the *Fair Work Act 1994*.

## **PART 2 - ENTERPRISE FLEXIBILITY**

### **CLAUSE 2.1 ENTERPRISE FLEXIBILITY AGREEMENT**

OPDATE 01:04:2007 on and from

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process will apply:

- 2.1.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace are to be established.
- 2.1.2** For the purpose of the consultative process the employees may nominate the ANF or another to represent them.
- 2.1.3** Where agreement is reached an application will be made to the South Australian Industrial Relations Commission.



## PART 3 - EMPLOYMENT RELATIONSHIP

### CLAUSE 3.1 TERMINATION OF EMPLOYMENT

OPDATE 01:04:2007 on and from

- 3.1.1** For the purpose of this clause, 'continuous service' means unbroken periods of employment and includes approved periods of leave.
- 3.1.2** All employees, with the exception of casual employees, are deemed to be hired by the fortnight in the absence of an express contract to the contrary.
- 3.1.3** An employer may terminate employment by giving the following notice:
- | <i>Period of continuous service with the employer</i> | <i>Period of notice</i> |
|---|-------------------------|
| Not more than 1 year                                  | At least 1 week         |
| More than 1 year but not more than 3 years            | At least 2 weeks        |
| More than 3 years but not more than 5 years           | At least 3 weeks        |
| More than 5 years                                     | At least 4 weeks        |
- 3.1.4** Where an employee is over 45 years old and has completed at least two years of continuous service with the employer, an additional one weeks notice is to be given.
- 3.1.5** An employee is required to give two weeks notice to terminate employment.
- 3.1.6** This notice may be given at any time. Termination must take effect at the end of a days work, or where the period of notice is not worked by the payment or forfeiture of the period of notice or part of the period.
- 3.1.7** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including misconduct.
- 3.1.8** If an employee is justifiably dismissed for any reason the employee is only entitled to payment for work performed in that fortnight proportionate to the time worked.

### CLAUSE 3.2 CASUAL EMPLOYEES

OPDATE 01:01:2012 1<sup>st</sup> pp on or after

- 3.2.1** A casual employee is paid per hour at the hourly rate prescribed for the class of work performed, plus a loading of 20% in lieu of annual leave, sick leave or payment for public holidays not worked.

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 20% loading will be increased in accordance with the following:

22% from the first full pay period commencing on or after 1 January 2012;  
 23% from the first full pay period commencing on or after 1 July 2012;  
 24% from the first full pay period commencing on or after 1 July 2013; and  
 25% from the first full pay period commencing on or after 1 July 2014.

- 3.2.2** Casual employees are entitled to increments for service in a classification in accordance with the following scale:
- 3.2.2(a)** Where the employee works for an average of between fifteen and 25 hours per week - after 24 months on the salary for that increment.
- 3.2.2(b)** Where the employee works for more than an average of 25 hours per week up to and including an average of 35 hours per week after eighteen months on the salary for that increment.
- 3.2.2(c)** Where the employee works for more than an average of 35 hours per week after twelve months on the salary for that classification.

### **3.2.3 Caring responsibilities**

- 3.2.3(a)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 3.2.3(b)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **CLAUSE 3.3 PART-TIME EMPLOYEES**

OPDATE 01:04:2007 on and from

- 3.3.1** A part-time employee is paid on a pro rata basis for ordinary hours worked.
- 3.3.2** For ordinary working hours, a part-time employee is paid the hourly rate defined for the work performed, and is entitled on a pro rata basis to annual leave, sick leave and uniform allowances (if applicable).
- 3.3.3** A part-time employee who usually works on a day of the week on which a public holiday occurs, and is not required to work on that day, is to be paid at the ordinary rate of salary for the hours which the employee would usually have worked on that day.
- 3.3.4** Part-time employees are entitled to increments for service in a classification in accordance with the following scale:
- 3.3.4(a)** Where the employee works between fifteen and 25 hours per week - after 24 months on the salary for that increment;
- 3.3.4(b)** where the employee works for more than 25 hours and up to and including 35 hours per week - after eighteen months on the salary for that increment;
- 3.3.4(c)** where the employee works for more than 35 hours per week-- after twelve months on the salary for that classification.

### **CLAUSE 3.4 OTHER CONDITIONS OF EMPLOYMENT**

OPDATE 01:04:2007 on and from

- 3.4.1** In addition to the conditions of employment prescribed herein, all employees covered by this Award are, where appropriate, entitled to the terms and conditions of employment as determined by the Chief Executive of the Department of Health, the Chief Executive of the Department of Families and Communities and the Commissioner for Public Employment.
- 3.4.2** All Health Care Agencies must ensure that copies of the terms and conditions are accessible to all employees covered by this Award.

## PART 4 - RATES OF PAY

### CLAUSE 4.1 SALARIES

OPDATE 01:07:2018 1st pp on or after

#### 4.1.1 Safety net adjustments

The rates of pay in this Award include the safety net adjustment payable under the *2018 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2018 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

#### 4.1.2 Economic incapacity applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2018 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

**4.1.3** The annual salaries to be paid to employees are set out as follows and come into effect from the first pay period commencing on or after 1 July 2018.

#### 4.1.4 Student Enrolled Nurse

<i>Classification</i>	<i>Per annum</i> \$
20 years and under	36,483
21 years and over	39,993

**4.1.5 Enrolled Nurse**

<i>Classification</i>	<i>Per annum</i> \$
Pay point Y1	45,389
Pay point Y2	46,034
Pay point Y3	46,676
Pay point Y4	47,315
Pay point Y5	47,825

**4.1.6 Registered Nurse (level 1)**

<i>Classification</i>	<i>Per annum</i> \$
1st increment	48,145
2 <sup>nd</sup> increment	49,746
3 <sup>rd</sup> increment	50,949
4th increment	52,259
5th increment	53,866
6th increment	55,472
7th increment	57,077
8th increment and thereafter	58,548

**4.1.7 Registered Nurse (level 2)**

<i>Classification</i>	<i>Per annum</i> \$
1st increment	60,155
2 <sup>nd</sup> increment	61,090
3 <sup>rd</sup> increment	62,161
4th increment and thereafter	63,232

**4.1.8 Registered Nurse (level 3)**

<i>Classification</i>	<i>Per annum</i> \$
1 <sup>st</sup> increment	65,238
2 <sup>nd</sup> increment	66,445
3 <sup>rd</sup> increment	67,650
4 <sup>th</sup> increment and thereafter	67,547

**4.1.9 Registered Nurse (level 4)**

<i>Classification</i>	<i>Per annum</i> \$
Grade 1	75,278
Grade 2	79,963
Grade 3	84,651

**4.1.10 Registered Nurse (level 5)**

<i>Classification</i>	<i>Per annum</i> \$
Category A	79,757
Category B	84,184
Category C	90,090
Category D	93,958
Category E	98,019
Grade 4	90,003
Grade 5	99,373
Grade 6	108,742

At Schedule A - Gradings, a list of Health Care Agencies and other services is set out in relation to these grades. These grades are used to determine the salary and classification of Directors of Nursing and Assistant Directions of Nursing.

**CLAUSE 4.2 SALARY ON APPOINTMENT**

OPDATE 01:04:2007 on and from

**4.2.1 Registered nurses**

A Registered nurse, on appointment will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming a Registered nurse. Commencement rates of salary are subject to an employer's approval and the provisions of Clause 4.3 Additional Qualifications.

**4.2.1(a)** Relevant continuous experience is determined by taking into account:

- any period of service prior to an absence of less than five years from active nursing duties relevant to the classification;
- any period of service prior to an absence of five years or more from active nursing duties relevant to the classification will be subject to a reduction of one year on the relevant incremental scale;
- completed months of service;
- recognised service averaging less than fifteen hours per week in any year will not count but will be regarded as establishing continuous employment;
- recognised service in a classification higher than that in which the employee is to be employed will be that service directly relevant to the duties to be performed;
- the onus of proof of previous recognised continuous experience will be on the employee and be established at the time of employment.

**4.2.2 Enrolled nurses**

All relevant training, experience and skills as an enrolled nurse, other than any experience pre-dating any break of five or more consecutive years, is considered to be counted for the purpose of determining the appropriate pay point on appointment.

**4.2.2(a)** Relevant continuous experience is determined by taking into account:

- completed months of service.
- recognised experience averaging less than fifteen hours per week in any year does not count towards establishing relevant continuous service. It is however regarded as establishing continuous employment.
- employees are responsible for providing evidence of relevant continuous experience.

**4.2.3** An employee who was employed as a nurse attendant immediately prior to undertaking a recognised course of study to become an enrolled nurse and who is recognised as an enrolled nurse by the Nurses Board of South Australia will, on appointment as an enrolled nurse, receive a rate of pay which reflects all relevant training, experience and skill gained and applied immediately prior to undertaking the recognised enrolled nurses training course.

### **CLAUSE 4.3 ADDITIONAL QUALIFICATIONS**

OPDATE 01:04:2007 on and from

#### **4.3.1 Recognition of extra qualifications (Registered Nurse)**

**4.3.1(a)** A Registered nurse level 1 is entitled to progress one increment on that person's first appointment following registration with the Nurses Board of South Australia, or at any one time during that person's employment history as a Registered nurse level 1, on attainment of the following:

- a bachelor degree in nursing; or
- registration in another branch of nursing or on another nursing register maintained by the Nurses Board of South Australia where the employee is working in a particular practice setting which requires the additional registration; or
- successful completion of a post-registration course of at least twelve months duration, by an employee required to perform the duties of a position to which the course is directly relevant.

**4.3.1(b)** A Registered nurse level 1 who has been advanced once in accordance with 4.3.1(a) is not entitled to a further advancement under this clause.

#### **4.3.2 Recognition of extra qualifications (Enrolled Nurse with Certificate Level Qualifications)**

**4.3.2(a)** An Enrolled Nurse, other than an enrolled nurse appointed in his/her first year of experience at pay point Y2 (at 4.1.5), is entitled to progress by one pay point on attainment of the following:

- a post enrolment qualification recognised by the employer; where such an employee is required to perform duties to which such training is directly relevant; or
- on completion of a post enrolment course of at least six months duration, where such an employee is required to perform duties to which such training is directly relevant.

**4.3.2(b)** An enrolled nurse who has been advanced once in accordance with 4.3.2(a) is not entitled to a further advancement under clause 4.3.

**CLAUSE 4.4 ON-CALL AND RECALL**

OPDATE 01:07:2018 1st pp on or after

**4.4.1** An employee, other than a registered nurse level 4 or 5, who is rostered to be on call between rostered shifts of ordinary hours will be paid as follows:

- Monday to Friday inclusive - an additional amount of \$23.42
- Saturday - an additional amount of \$34.22 for the period or part thereof.
- Sunday or public holiday - an additional amount of \$39.79 for the period or part thereof.

**4.4.2** Should an employee, other than a registered nurse level 4 or 5, rostered to be on call be recalled to duty they will in addition to the rates prescribed in 4.4.1, be entitled to receive normal overtime provisions in accordance with the provisions of Clause 5.4 Overtime.

**4.4.3** An employee rostered to be on-call for a period spanning two days over which two different on call allowances apply, will receive payment which is equal to the allowance payable for the day attracting the higher allowance.

**CLAUSE 4.5 TEAM LEADER ALLOWANCE**

OPDATE 01:04:2007 on and from

**4.5.1** A Community health nurse appointed to a team leader position within a uni- or multi disciplinary community health team will, in addition to the rate applicable to their substantive classification, be paid a higher duties allowance equivalent to the difference between the rate of pay of the team leader position and the rate of a registered nurse (level 3).

**4.5.2** On appointment the first increment rate will be used for calculation purposes and thereafter any incremental increases will apply. A Registered nurse level 3, 4 or 5 is ineligible for the payment when acting as a Team Leader.

**CLAUSE 4.6 RESPONSIBILITY ALLOWANCE**

OPDATE 01:07:2018 1st pp on or after

**4.6.1** The following allowances will be paid to a Registered nurse (level 1, 2 or 3) who is required to perform overall supervisory or "in charge" of hospital duties outside the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and all hours on weekends and public holidays. This allowance will be paid on an hourly basis for all hours when the nurse carries this responsibility.

**4.6.1(a)** Health Care Agencies grades A-C: \$3,336 p.a. (\$1.70 per hour).

**4.6.1(b)** Health Care Agencies grades D-E: \$5,457 p.a. (\$2.71 per hour). This allowance to be paid to Registered nurse (levels 1, 2 or 3).

**4.6.2** At the Royal Adelaide Hospital, the North Western Adelaide Health Service, Flinders Medical Centre, and the Women's and Children's Hospital: \$6,498 p.a (\$3.42 per hour). This allowance to be paid to a registered nurse (level 3). A registered nurse (level 1 or 2) will not be assigned to be in charge of any of these Hospitals.

**4.6.3** This allowance is to be included in salary for the purpose of calculating payments for overtime, shift penalties and annual leave.

**CLAUSE 4.7 UNIFORM ALLOWANCE**

OPDATE 01:04:2007 on and from

**4.7.1** The following provisions will apply to all employees with the exception of nurses in Health Care Agencies who are not required to wear a distinctive uniform or item of clothing.

- 4.7.1(a)** An employer shall pay a uniform allowance of \$3.90 per week for a full-time employee. This shall not apply where uniforms are provided free of cost to the employee.
- 4.7.1(b)** On termination, an employee will return (in reasonable order), all free issue uniform(s) to the employer. Any employee failing to do so will be charged an amount of \$15.00 or cost price whichever is the lesser.
- 4.7.1(c)** In addition an employer shall pay an allowance of \$1.00 per week, for 24 pairs of stockings per annum, where such stockings are required to be of a distinctive colour. This shall not apply where such distinctive stockings are provided free of cost to the employee; or

In addition an employer shall pay an allowance of 50 cents per week for six pairs of socks per annum, where such socks are required to be of a specified colour. This shall not apply where such specified coloured socks are provided free of cost to the employee.

- 4.7.2** Where the employer requires an employee to wear shoes of a special nature (other than for usual occupational health and safety requirements), the employee will be supplied with one pair of duty shoes per annum. In lieu of supply thereof the employer may elect to reimburse the employee the sum of \$60.00 per annum.
- 4.7.3** Where the majority of affected employees in the Health Care Agency or part of the Health Care Agency agree, alternative arrangements for the provision and/or purchase of uniforms may be implemented.

**CLAUSE 4.8 BOARD AND LODGING**

OPDATE 01:04:2007 on and from

- 4.8.1** The charge for lodging provided by the employer to a registered nurse will be \$29.90 per week, and for enrolled general nurse or student enrolled nurse will be \$22.80 per week.
- 4.8.2** When the employer provides meals to an employee, charges will be in accordance with the schedules applying to the cafeteria service.
- 4.8.3** An employee who is normally provided with lodging will not be charged when absent from the Health Care Agency for more than one day on annual leave, sick leave, long service leave or leave without pay.
- 4.8.4** Subject to the authority of the employee's concerned the charges in 4.8.1 will be deducted from their salaries and adjusted in accordance with increases Awarded in the National Wage Cases under the current principles of wage fixation.
- 4.8.5** These provisions in respect to lodging charges will not apply to employees at Flinders Medical Centre.
- 4.8.6** Where the accommodation provided varies from nurses home or co-located accommodation, application can be made to the Department of Health to charge an amount in excess of those prescribed in 4.8.1. The ANF will be consulted where such applications are made.



**CLAUSE 4.9 HIGHER DUTIES**

OPDATE 01:04:2007 on and from

- 4.9.1** Any employee who is required to perform the full range of duties of a position carrying a higher salary than the employee's normal classification for a period of five consecutive working days or more will be paid at the higher salary for the whole of such period.
- 4.9.2** Despite the requirement detailed in 4.9.1, a Registered nurse (levels 1 or 2) who is temporarily appointed to a registered nurse (level 3) position at Royal Adelaide Hospital, North Western Adelaide Health Service (The Queen Elizabeth Hospital site), or the Flinders Medical Centre on night duty, will be paid at the salary applicable to the registered nurse (level 3) classification for the whole of such period.
- 4.9.3** Where an employee is paid a higher salary in accordance with 4.9.1 or 4.9.2 of this Award, that higher salary is to apply for the purpose of calculating overtime and shift penalties. Where an employee works at a higher level immediately prior to taking annual leave and will return to work at the higher level upon expiration of the leave, then the higher salary applies for the purpose of calculating payment for such leave.

## PART 5 - HOURS OF WORK

### CLAUSE 5.1 HOURS OF WORK

OPDATE 01:04:2007 on and from

- 5.1.1** The ordinary hours of work are an average of 38 hours per week, to be worked according to roster. Subject to clause 5.2.3, or unless otherwise agreed between the employer and the majority of affected employees, the ordinary hours of duty are worked on the basis of 152 hours with a work cycle not exceeding 28 consecutive days. There should be a reasonable balance of hours worked in each fortnight of any 28 day period.
- 5.1.2** The ordinary hours of work (exclusive of meal breaks and any additional breaks) for all employees other than those mentioned in 5.1.3 will be continuous and will not, unless there is agreement between the employer and the majority of employees affected, exceed ten hours per day or shift.
- 5.1.3** There will be no fixed hours of duty for Registered nurses levels 4 and 5.
- 5.1.4** By arrangement with the employees an unpaid meal break is allowed on each day or shift.
- 5.1.5** The duration of a meal break is between 30 and 60 minutes. A meal break interrupted by a call to duty is counted as time worked by the employee. A meal break is to be taken as soon as practicable. An employee is to receive overtime pay for the interrupted meal break if it is considered impracticable to have a meal break during the remainder of ordinary hours.
- 5.1.6** The ordinary hours of work for employees, other than registered nurses level 4 and 5, will be displayed on a roster conveniently placed and accessible to employees at least fourteen days before the commencement of the day on which the roster commences. A roster may be altered at any time to enable the nursing service of the Health Care Agency to be carried on in an emergency or when another employee is absent from duty.
- 5.1.7** The period of night duty to be worked by an employee must not exceed sixteen weeks in any twelve month period. This may be varied by agreement with the employee. These provisions will not apply if the employee is required to perform duty to enable the nursing service to be carried on in an emergency or when another employee is absent from duty because of illness.
- 5.1.8** An employee must wherever practicable have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift. Where the ordinary hours of work on a rostered shift have exceeded eight hours, the period free from duty must be at least equal to the number of ordinary hours of the shift being worked concurrently with the period free from duty.
- 5.1.9** An employee changing from night duty to day duty or from day duty to night duty will be free from duty during the twenty hours immediately preceding the commencement of the changed duty. This subclause will not apply if the employee is required to perform duty to enable the nursing services of the Health Care Agency to be carried out in an emergency or when another nurse is absent from duty.
- 5.1.10** Every employee is wherever practicable entitled to consecutive days off duty, provided the provisions of this subclause may be varied by mutual agreement.
- 5.1.11** Except where provided for in 5.1.12, no employee will be required to work:
- on more than eight consecutive days where shifts are of no more than eight ordinary hours of work in duration;

- on more than six consecutive days where shifts are of more than eight but no more than nine ordinary hours of work in duration;
- on more than five consecutive days where shifts are of more than nine ordinary hours of work in duration; and
- more than 66 hours over consecutive days where the employee's shifts consist of a combination of 10 hour night shifts and shifts of less than 10 hours of work in duration.

**5.1.12** Where an employee's shifts consist only of 10 hour night shifts, up to six consecutive days may be worked by mutual agreement.

### **CLAUSE 5.2 APPLICATION OF 38 HOUR WEEK**

OPDATE 01:04:2007 on and from

**5.2.1** A full-time employee whose ordinary hours are more or less than 38 in any particular week of a work cycle, will be paid on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments for each period.

**5.2.2** Except as provided in 5.1.3 the ordinary hours of work will be an average of 38 hours per week to be worked in accordance with Clause 5.1 Hours of work.

**5.2.3** The method of implementing 38 hours per week will be by rostering employees in accordance with 5.1.2 so that:

- No employee will work more than 19 shifts in a 28 day work cycle unless otherwise agreed between the employee and employer. This provision is equivalent to employees having at least one programmed day off during each 28 day work cycle.
- Where the number of hours worked by a full-time employee is greater than or less than the amount prescribed in clause 5.1.1, the balance of credit or debit hours will be carried forward to the next work cycle after taking into account any previous credit or debit balances. No employee may carry forward more than 15.2 credit or debit hours.
- Any credit hours not taken as at the date of termination of an employee will be paid out at ordinary rates. If an employee has a debit balance of hours as at the date of termination, repayment to the employer will be made via a deduction from any monies payable to the employee. Should the amount owed by the employee exceed the amount payable to the employee on termination, the employee will repay the excess to the employer within 14 days unless agreed otherwise.
- This clause 5.2.3 does not apply to Registered nurses Level 3.

**5.2.4** Where an employee or the majority of affected employees of a Health Care Agency or part of a Health Care Agency agree, the averaging of 38 hours per week for full-time employees, may be achieved in a manner other than providing a programmed day off.

### **CLAUSE 5.3 PENALTY RATES**

OPDATE 01:04:2007 on and from

**5.3.1** All employees, with the exception of Registered nurses levels 4 and 5, are to be paid the following penalty rates when working on shifts:

**5.3.1(a)** For all ordinary time worked on an afternoon shift Monday to Friday inclusive: 12.5%

**5.3.1(b)** For all ordinary time worked on a night shift Monday to Friday inclusive: 15%

- 5.3.1(c)** For all ordinary time worked between midnight Friday and midnight Saturday: 50%
- 5.3.1(d)** For all ordinary time worked between midnight Saturday and midnight Sunday: 75%
- 5.3.1(e)** These allowances are calculated on actual hours worked and are in addition to ordinary rates of pay. The rates specified in 5.3.1(c) and 5.3.1(d) are in substitution of, and not cumulative upon, the rates prescribed in 5.3.1(a) and 5.3.1(b).
- 5.3.1(f)** The additional payments specified above will not form part of an employee's ordinary pay for the purposes of this Award.

#### **CLAUSE 5.4 OVERTIME**

OPDATE 01:04:2007 on and from

##### **5.4.1 Reasonable overtime**

- 5.4.1.1** Subject to subclause 5.4.1.2, an employer may require an employee to work reasonable overtime at the overtime rates set out in subclause 5.4.2.
- 5.4.1.2** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable have regard to:

- 5.4.1.2(a)** any risk to employee health and safety;
- 5.4.1.2(b)** the employee's personal circumstances including any family responsibilities;
- 5.4.1.2(c)** the needs of the workplace or enterprise;
- 5.4.1.2(d)** the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- 5.4.1.2(e)** any other relevant matter

**5.4.2** All employees, with the exception of Registered nurses level 4 and 5, are paid at overtime rates for any authorised work in excess of the ordinary working hours of a full-time employee or rostered hours set out in clauses 5.1 – Hours of work, and 5.2 – Application of 38 hour week, unless such hours are carried forward pursuant to clause 5.2.3 to facilitate the operation of 10 hour night shifts.

**5.4.3** The overtime rates are as follows:

- 5.4.3(a)** Monday to Saturday inclusive, an employee is paid at the rate of 150% for the first three hours, and 200% thereafter until the completion of the overtime worked.
- 5.4.3(b)** On Sunday, an employee is paid at the rate of 200% for all time worked.
- 5.4.3(c)** Time-off equivalent to the additional hours worked may be granted in lieu of payment for overtime worked by agreement of employer and employee.

**5.4.4** In computing overtime payments, each days work stands alone. A minimum of fifteen minutes must be worked to receive overtime payments. Payments for overtime are calculated to the nearest quarter hour.

**5.4.5** An employee who is recalled to work overtime after leaving the place of employment is paid for a minimum of three hours work at the appropriate rate. If the work performed is completed within a shorter period the employee is not required to stay for the full three hours. The minimum payment of three hours for

periods of recall is not applicable when overtime is continuous (subject to a reasonable meal break) with completion or commencement of ordinary working time.

- 5.4.6** Overtime worked in the circumstances provided for in 5.4.5 will not be regarded as overtime for the purpose of 5.4.10 when the actual time worked is less than the minimum of three hours on such recall or recalls.
- 5.4.7** An employee recalled to duty on a programmed day off is paid the appropriate overtime rate and the employee is not entitled to substitute another day for the programmed day.
- 5.4.8** An employee required to work on a programmed day off due to an emergency, and given prior notice (as soon as practicable) is paid at ordinary time for such a day, and a substitute day off is granted.
- 5.4.9** An employer will provide an employee with a conveyance to reach the employee's home when the finishing time of the overtime worked is a time when normal means of transport are unavailable.
- 5.4.10** An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on the one day and the commencement of ordinary work on the next day they do not have at least eight consecutive hours off duty, must be released after completion of such overtime until they have eight consecutive hours off duty. An employee does not lose pay for ordinary time occurring during the absence.
- 5.4.11** If on instructions of the employer, an employee in the circumstance described in 5.4.10, resumes or continues to work without having eight consecutive hours off duty they are to be paid at appropriate overtime rates until they are so released and they will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay occurring during such absence.

## PART 6 - TYPES OF LEAVE

### CLAUSE 6.1 ANNUAL LEAVE

OPDATE 01:04:2007 on and from

**6.1.1** At the convenience of the health unit, an employee may be granted annual leave, on the following basis:

**6.1.1(a)** If regularly rostered for duty on 7 days of the week (including Sundays and public holidays), at a rate of 2 ½ working days or 3 ½ calendar days for each completed month of service (equivalent to six weeks leave per service year).

**6.1.1(b)** If employed for part of a service year as a seven day week worker, at a rate of 2 ½ working days or 3 ½ calendar days for each completed month of service as a seven day week worker.

**6.1.1(c)** Other employees, at a rate of 1 2/3 working days or 2 1/3 calendar days for each completed month of service (equivalent to four weeks leave per service year).

**6.1.2** When any section or department of a Health Care Agency is closed down between the Christmas and New Year period the employee will take annual leave to cover the close-down period, even if no credit is available on the basis of months worked. The recreation leave deemed to have been granted must be deducted from the employee's normal entitlement to leave for the service year in which the period occurs.

#### **6.1.3 Payment while on leave**

**6.1.3(a)** An employee taking annual leave will be paid the amount of wages they would have received in respect of ordinary time had they not been on leave during that period.

**6.1.3(b)** In addition to the Award rate of pay the following payments, where applicable, will be included in determining the amount so payable for annual leave:

- allowances for extra qualifications;
- responsibility allowance;
- other payments to which an employee is entitled in accordance with the contract of employment for ordinary hours of work other than special rates, travelling or board allowances, overtime, reimbursement of expenses and motor mileage.

**6.1.3(c)** An employee is entitled to be paid the period of annual leave in advance of commencing the leave.

**6.1.3(d)** An employee who leaves employment before rendering service appropriate to the amount of leave granted must refund the monetary equivalent of the excess leave taken.

#### **6.1.4 Pro rata annual leave**

**6.1.4(a)** An employee, including an employee in their first year of service, is entitled to take recreation leave which has accrued and been credited on the basis of completed months of service.

**6.1.4(b)** In all cases of termination of employment, whether by resignation, age, invalidity or dismissal, an employee must be paid any leave entitlement which could have been granted as at the date of termination (based on completed years and months of service).

### 6.1.5 Additional leave loading

**6.1.5(a)** In addition to the payments prescribed by 6.1.3 and 6.1.4 each employee, during a period of annual leave or in respect of pro rata leave is to be paid a loading computed upon the ordinary rate of pay attaching to the classification concerned at the time the employee commences such leave.

**6.1.5(b)** The loading is to be applied as follows:

(i) If employed in any of the following categories:

- seven day week workers, i.e. regularly rostered for duty over 7 days per week (including Sundays and public holidays);
- shift workers who are rostered to work on rotating shifts over 7 days per week;
- shift workers rostered to work over 6 days per week including a regular requirement to work on a weekend day as part of their ordinary hours of duty;
- five day week workers working on permanent night shift; and
- part time workers working weekends only
- a loading of 20 percent of the ordinary rate of pay referred to in 6.1.5(a).

(ii) If employed in any other category - a loading of 17.5 percent of the ordinary rate of pay referred to in 6.1.5(a) up to a maximum as prescribed by the Public Service (Recreation Leave Loading) Award of the Industrial Relations Commission of South Australia from time to time for any one full entitlement of annual leave. In the case of part-time employees no such employee will receive a loading in excess of the same proportion of the maximum that the hours of duty of the part-time position bears to the hours of duty of a corresponding full-time position.

(iii) An employee who is employed for part of a year in one or more of the categories specified in paragraph (i) is to be paid the loading prescribed in that paragraph on a pro rata basis for completed months worked in such category or categories, and for the balance will be paid a loading as prescribed in paragraph (ii).

## CLAUSE 6.2 PERSONAL LEAVE

OPDATE 01:04:2007 on and from

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 3.2.1 and 3.2.3.

### 6.2.1 Definitions

The term *immediate family* includes:

**6.2.1.1** spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

- 6.2.1.2** 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.

## **6.2.2 Amount of paid personal leave**

- 6.2.2.1** Paid personal leave will be available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an **immediate family** or household member who is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.

- 6.2.2.2** Personal leave will not be granted on account of:

- 6.2.2.2(a)** an illness caused by misconduct of an employee;
- 6.2.2.2(b)** an illness which arises from circumstances within the employee's control e.g. sunburn; or
- 6.2.2.2(c)** normal period of absence for confinement.

- 6.2.2.3** A full-time employee is entitled to 96 hours personal leave per annum

- 6.2.2.4** On appointment, an employee is granted 48 hours personal leave for the first six months of service. The balance of 48 hours is credited after six months service.

- 6.2.2.5** Personal leave is to be debited by the hour.

- 6.2.2.6** Where a public holiday occurs on a day when an employee is absent for the reasons listed in 6.2.2.1, payment at ordinary rates will be made for the day and the public holiday will not be deducted as a day's personal leave.

- 6.2.2.7** Where an employee is absent for the reasons listed in 6.2.2.1 on the working day before and/or after a programmed day off, they will not be entitled to payment for such working day(s), unless a medical certificate or a statutory declaration is provided.

- 6.2.2.8** Where an employee is absent for the reasons listed in 6.2.2.1 on a programmed day off, such day will stand as the programmed day off, and the employee will not be permitted to substitute another day for the programmed day. The employee is not entitled to payment for personal leave in addition to payment for the programmed day off and the day will not be debited as personal leave.

- 6.2.2.9** Where an employee has been informed that they will be required to work on their programmed day off and is subsequently absent on that day for the reasons listed in 6.2.2.1, the day will be paid as the programmed day off and a substitute day will not be granted.

## **6.2.3 Accumulation of personal leave**

- 6.2.3(a)** Part time employees accrued sick leave on a pro rata basis based on the ratio of number of hours worked over 38.

- 6.2.3(b)** Personal leave accrued but not taken is to be available to the employee for the duration of employment, subject always to the conditions prescribed in this clause.

## **6.2.4 Personal leave for personal injury or sickness**



An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

#### **6.2.5 Personal leave to care for an immediate family or household member**

**6.2.5.1** Subject to 6.2.5.2 and 6.2.5.3, a full-time employee is entitled to use their personal leave to care for members of their **immediate family** or household who are sick and require care and support or who require care due to an unexpected emergency.

**6.2.5.2** The entitlement in 6.2.5.1 is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

**6.2.5.3** Except as provided for in 6.2.5.4 not more than 96 hours of personal leave can be used in a year by an employee for the purposes set out in 6.2.5.1.

These limits apply to the employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

**6.2.5.4** By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in 6.2.5.1 beyond the relevant limit set out in 6.2.5.3. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

#### **6.2.6 Employee must give notice**

**6.2.6.1** Before being entitled to paid personal leave, the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

**6.2.6.2** When taking leave to care for members of their **immediate family** or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- The name of the person requiring care and support and their relationship to the employee;
- The reasons for taking such leave; and
- The estimated length of absence.

#### **6.2.7 Evidence supporting claim**

**6.2.7.1** When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

**6.2.7.2** When taking leave to care for members of their **immediate family** or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

**6.2.7.3** When taking leave to care for members of their *immediate family* or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

## **6.2.8 Unpaid personal leave**

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their *immediate family* or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of 6.2.6 and 6.2.7 are met.

## **6.2.9 Casual employees**

Casual employees are entitled to not be available to attend work in certain circumstances as set out in subclause 3.2.3.

## **6.2.10 Personal illness while on annual leave**

If a full time or part time employee is ill while on annual leave and provides a medical certificate certified by a legally qualified medical practitioner showing that for a period of not less than three consecutive days, the employee would have been unable to attend or remain in the workplace, will be granted by the employer paid leave not exceeding the sick leave credit of the employee. Leave granted in this way will not be counted as annual leave and will be debited from the employee's sick leave credit.

## **6.2.11. Bereavement leave**

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 3.2.

### **6.2.11.1 Paid leave entitlement**

**6.2.11.1(a)** An employee is entitled to up to 2 days bereavement leave on each occasion of the death in Australia of either a member of the employee's *immediate family* or household.

Proof of such death must be given by the employee to the satisfaction of the employer if so requested.

### **6.2.11.1(b) Unpaid bereavement leave**

An employee may take unpaid bereavement leave by agreement with the employer.

## **CLAUSE 6.3 PUBLIC HOLIDAYS**

OPDATE 01:01:2012 1<sup>st</sup> pp on or after

**6.3.1** An employee other than a casual employee will be paid at the ordinary rate of pay for any of the following public holidays which occur during their employment:

- New Years Day;
- Australia Day;
- Good Friday;
- the day after Good Friday;
- Easter Monday;
- Anzac Day;

- Adelaide Cup Day;
- Queen's Birthday;
- Labour Day;
- Christmas Day;
- Proclamation Day.

**6.3.2** Where an employee is absent from their employment on any part of the day before or after a public holiday without reasonable cause or the prior consent of the officer in charge of the Health Care Agency, the employee will not be entitled to payment for such holiday.

**6.3.3** When a paid public holiday falls between Monday and Friday inclusive, during a period when an employee is on annual leave, the period of leave will be extended accordingly.

**6.3.4** If a public holiday falls between Monday to Friday inclusive a 7 day week worker, who does not work on such day because it is their rostered day off, will receive an extra day's pay. For the purposes of this subclause an extra day's pay means that a full-time employee is to receive payment for 7.6 hours, and for a part-time employee payment will be equal to average shift length worked on the preceding 28 days, to a maximum of 7.6 hours.

**6.3.5** An employee, other than a casual employee, who has qualified for payment for a public holiday and does not work on such day will continue to receive their average weekly rate without deduction for such day. A five day week employee will not receive any additional payment when a paid public holiday falls on a Saturday.

**6.3.6** Where a public holiday falls on a day that would otherwise have been an employee's programmed day off, then that employee will be given an alternative programmed day off as soon as practicable thereafter.

### **6.3.7 Payment for public holidays**

**6.3.7(a)** Where an employee, other than a casual employee or an employee on no fixed hours of duty, works on any public holiday they must be paid at the rate of 250% of the equivalent hourly rate for all time worked.

**6.3.7(b)** Where a casual employee works on any public holiday, or on Saturday 25 December 2010, they must be paid at the rate of 170% (inclusive of the loading prescribed at 3.2.1 of the ordinary time).

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 170% will be increased in accordance with the following:

172% from the first full pay period commencing on or after 1 January 2012;

173% from the first full pay period commencing on or after 1 July 2012;

174% from the first full pay period commencing on or after 1 July 2013;  
and

175% from the first full pay period commencing on or after 1 July 2014.

**6.3.7(c)** Where a casual employee works on any public holiday, or on Saturday 25 December 2010, for more than the ordinary daily hours prescribed in Clause 5.1 Hours of Work, they are to be paid for those hours in excess of ordinary daily hours at the rate of 270% (inclusive of the loading prescribed at 3.2.1 of the ordinary time).

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 270% will be increased in accordance with the following:

272% from the first full pay period commencing on or after 1 January 2012;  
273% from the first full pay period commencing on or after 1 July 2012;  
274% from the first full pay period commencing on or after 1 July 2013;  
and  
275% from the first full pay period commencing on or after 1 July 2014.

- 6.3.7(d)** In the event of an employee or the majority of employees requesting to work on any public holiday they will be paid at ordinary rates and a day in lieu thereof will be granted at the employer's convenience.
- 6.3.7(e)** Where an employee, other than a casual employee or an employee on no fixed hours of duty, works on Saturday 25 December 2010 they must be paid at the rate of 250% of the equivalent hourly rate for all time worked.
- 6.3.7(f)** Irrespective of the other parts of clause 6.3.7, where an employee, other than a casual employee or an employee on no fixed hours of duty works on the prescribed public holiday Monday 27 December 2010 they must be paid at the rate of 200% of the equivalent hourly rate for all time worked.
- 6.3.7(g)** Where a casual employee works on the prescribed public holiday Monday 27 December 2010, for more than the ordinary daily hours prescribed in Clause 5.1 Hours of Work, they are to be paid for the first 3 hours in excess of ordinary hours at the rate of 170% (inclusive of the loading prescribed at 3.2.1 of the ordinary time) and thereafter at the rate of 220% (inclusive of the 20% prescribed at 3.2.1 of the ordinary time).

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 170% will be increased in accordance with the following:

172% from the first full pay period commencing on or after 1 January 2012;  
173% from the first full pay period commencing on or after 1 July 2012;  
174% from the first full pay period commencing on or after 1 July 2013;  
and  
175% from the first full pay period commencing on or after 1 July 2014.

- 6.3.8** Shift workers who work a night shift which commences on one day and concludes on the next following day, the public holiday shift will be regarded as being the shift on which more than half of the total rostered shift hours falls on the public holidays.
- 6.3.8(a)** For example: If a rostered shift of eight hours commences at 10.00 p.m. on a public holiday, that shift is not be regarded as a public holiday shift.
- 6.3.8(b)** If a rostered shift commences at 10.00 p.m. on the day before a public holiday and finishes at 6.00 a.m. on the public holiday, such shifts will be regarded as a public holiday shift.
- 6.3.9** The additional payments prescribed in this clause are in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 5.3 Penalty Rates.

#### CLAUSE 6.4 PARENTAL LEAVE

OPDATE 01:04:2007 on and from

- 6.4** Employees engaged pursuant to this Award shall be entitled to the parental leave provisions contained in the Department of Health (SAHC Act and IMVS Act) Human Resources Manual.

**SCHEDULE A - GRADINGS**

OPDATE 01:04:2007 on and from

**Grade 6**

Royal Adelaide Hospital

**Grade 5**

Flinders Medical Centre

Queen Elizabeth Hospital

Women's and Children's Hospital

**Grade 4**

Lyell McEwin Hospital

Repatriation General Hospital

**Category E**

Julia Farr Services

Child &amp; Youth Health

**Category D**

Whyalla Hospital and Health Service

Murray Bridge Soldiers' Memorial Hospital

Pt Augusta Hospital and Health Service

Mt Gambier and Districts Health Service

Port Pirie Regional Health Service

Noarlunga Health Services

Hampstead Centre

Mental Health Services to the Elderly

Riverland Regional Health Service

**Category C**

Drug &amp; Alcohol Services Council

Gawler Health Service

Port Lincoln

Loxton

Millicent

Naracoorte

Renmark

Southern Yorke Peninsula

Balaklava and Riverton Districts

Barossa Area Health Service

St Margarets

Strathalbyn

**Category B**

Northern Yorke Peninsula  
Mt Barker  
Clare  
South Coast  
Waikerie  
Meningie  
Central Yorke Peninsula  
Bordertown  
Laura  
Penola  
Kangaroo Island  
Jamestown  
Lameroo  
Crystal Brook  
Port Broughton  
Kingston  
Burra/Clare/Snowtown  
Karoonda  
Mannum  
Quorn  
Lower Murray  
Great Northern  
Streaky Bay  
Elliston  
Cowell  
Kimba  
Pinnaroo

**Category A**

Peterborough  
Cleve  
Orroroo  
Ceduna  
Tumby Bay  
Cooper Pedy  
Eudunda  
Gumeracha  
Central Eyre Peninsula  
Cummins  
Mount Pleasant  
Kapunda  
Booleroo  
Leigh Creek  
Woomera

**APPLICATIONS FILED**

<i>Case No</i>	<i>Description of Document</i>
<b>01642/2007</b>	NEW AWARD New Award made and varied. Cl. 1.1 Title, Cl. 1.3 Where and Who the Award Covers, Cl. 1.4 Supersession and Savings, Cl. 1.5 Date the Award Starts, Cl. 1.6 Definitions, Cl. 1.7 Anti-Discrimination, Cl. 2.1 Enterprise Flexibility Agreement, Cl. 3.4 Other Conditions of Employment, Cl. 4.1 Salaries, Cl. 4.3 Additional Qualifications, Schedule A Respondents, Schedule B Gradings. Oupdate 01/04/2007.
<b>00668/2008</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2007. Oupdate ppc 01/10/2007.
<b>05881/2008</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2008. Oupdate ppc 01/10/2008.
<b>05768/2009</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2009. Oupdate ppc 01/10/2009.
<b>04658/2010</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2010. Oupdate ppc 01/10/2010.
<b>05389/2010</b>	AWARD VARIATION Award varied. Cl. 6.3.7 re payment for work performed on Saturday 25 and Monday 27 December 2010. Oupdate 03/12/2010.
<b>04383/2011</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2011. Oupdate ppc 01/10/2011.
<b>05892/2011</b>	AWARD VARIATION Award varied. Cl. 3.2 Casual Employees, Cl. 6.3 Public Holidays re MSR Casual Loading Case. Oupdates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
<b>02778/2012</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2012. Oupdate ppc 01/07/2012.
<b>03008/2013</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2013. Oupdate ppc 01/07/2013.
<b>04443/2014</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2014. Oupdate ppc 01/07/2014.
<b>06446/2015</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2015. Oupdate ppc 01/07/2015.
<b>3200/2016</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2016. Oupdate ppc 01/07/2016.
<b>3301/2017</b>	AWARD VARIATION Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call & Recall, Cl. 4.6 Responsibility Allowance re SWC 2017. Oupdate ppc 01/07/2017.

*Case No**Description of Document***4342/2018**

AWARD VARIATION

Award varied. Cl. 4.1 Salaries, Cl. 4.4 On-call &amp; Recall, Cl. 4.6 Responsibility Allowance re SWC 2018. Opdate ppc 01/07/2018.