1. Introduction

The Australian Nursing Federation welcomes this opportunity to provide further submissions on the content and the manner in which transitional issues should be dealt with for new modern awards, in particular, the Nurses Award 2010.

In preparing these submissions, we have had particular regard to the statement of the Award Modernisation Full Bench of 3 April 2009 at paragraph 25 where the Commission stated in part:

"We shall also consider the overall economic impact of a move to modern awards. The actual costing impact will also be relevant. Secondly, we are considering there is potential for the transitional provisions on some awards to be overly complicated. There is danger in particular where the modern award is to replace a range of desperate conditions in the pre-reform awards and NAPSA's. If transitional provisions are too complicated they will not serve the award modernisation objective and their implementation might be compromised."


In this submission the ANF responds to the transitional submissions of:

- The South Australian G10 Group
- The Private Hospital Industry Employer Associations
- The Commonwealth
- The Aged Care Industry Employer Associations

2. General comments

It is the submission of the ANF that in addressing the important issues on the arrangements for transitioning the Nurses Award 2010 a number of employers particularly those in the residential and aged care sectors are seeking to re-argue a range of issues that were considered by the Commission in the making of the Stage 2 awards, in particular, those covering the health and welfare services industries.

Specifically the employer submissions revisit their primary position that:

- They have an implacable opposition to a nursing occupational award;
• That the award safety net for nurses employed in the aged care sector should be less than that for nurses in all other sectors; and

• That the costs associated with the introduction of the award will be prohibitive

3. The South Australian G10 Group

The ANF notes that The South Australian G10 Group assert that the Nurses Award 2010 will result in significant additional costs that will result in an ‘unsustainable cost burden to the industry’

In response to the assertions on costs the ANF submits the following:

s.57(1) of the Fair Work Act 2009 provides

A modern award does not apply to an employee in relation to particular employment at a time when an enterprise agreement applies to the employee in relation to that employment.

The ANF understands that over 90% of the aged care industry in South Australia is currently covered by nursing collective agreements.

Attached to this submission as Attachment 1 is a list of collective agreements between South Australian employers and nursing staff filed with the Office of the Employment Advocate since March 2006. The vast majority of these agreements cover aged care employers.

All of the “G10 Group” are currently respondent to collective agreements with their nursing employees.

The list of the G10 Group agreements with the relevant expiry dates forms Attachment 2 to this submission.

These agreements are invariably comprehensive agreements covering a range of employment conditions and do not, as asserted by the employers, mirror the award. A selection of the “Arrangements” of such agreements forms Attachment 3 to this submission.

The ANF notes that The South Australian G10 Group made similar submissions to the award modernisation full bench in February 2009.

We note that the G10 submission does not name the actual employers where it is asserted that such costs will be incurred. ANF believes that these are theoretical rather than actual employers as we have not been able to identify such facilities which are not currently covered by collective agreements with ANF or directly with nursing employees.

Given the foregoing it is the submission of the ANF that the actual cost to employers within the G10 group and throughout South Australia generally as a result of the introduction of the Nurses Award 2010 will be minimal.

4. The Private Hospital Industry Employer Associations

The Private Hospital Industry Employer Associations (PHIEA) submit that the AIRC should insert a standard transitional clause into all modern awards in the health and welfare services sector.
The PHIEA proposed transitional clause seeks to introduce a process(es) whereby the employer and employees are to negotiate the introduction and application of the modern award on an enterprise by enterprise basis.

The PHIEA propose that where agreement on the introduction and application of the award cannot be reached at the enterprise, the employer shall determine which clauses shall apply and when.

The ANF is opposed to the PHIEA proposals as we believe that they are inconsistent with the Ministerial Request, as well as the requirements of Part 10A of the Workplace Relations Act 1996 and are unworkable.

5. The Commonwealth

In its submissions on transitional arrangements for the aged care sector the Commonwealth urges the Commission to use the full transition period available to absorb any changes in labour costs.

It appears that the Commonwealth has the view that the treatment of awards in aged care should be different from other awards in the sectors because the aged care sector is reliant on Commonwealth funding.

If this be so it is very disappointing and appears inconsistent with the Commonwealth’s position on the role of modern awards which in part is to provide an equitable and fair safety net of wages and conditions of employment.

While everyone acknowledges that the aged care sector is labour intensive and reliant on public funds it is unjust in the extreme to place at the employees feet any shortcoming there may be in levels of funding to aged care employers.

In our earlier submissions the ANF has referred the Commission to the history of the awards and difficulties in bargaining in the sector, due to some extent, to the rigidities in commonwealth funding. One consequence of this is that aged care employees are more likely to be award reliant and to be remunerated much less that their peers in other parts of the health and welfare sectors. For example in 2009 an aged care nurse can be paid up to $300 per week less than a nurse with comparable skills and levels of responsibility in a hospital setting.

In the past the Commission has also commented on the funding arrangements in the sector. In the submission of 31 October 2008 the ANF took the Commission to a decision of a Full Bench (Munro J, Duncan DP and Eames C Print S6646) who in 1999 examined the work value changes of nurses employed in the aged care sector in the Northern Territory.

In relation to funding the full bench observed:

“The circumstances in which these RACFs operate, and the needs that they alone provide services to satisfy, should attract a practical level of support. It is not consistent with equity and good conscience for a society, or for that matter a government, to impose on those who staff such institutions an undue degree of responsibility for the dilemmas of funding and services that appear to be chronic. Nor is it consistent with good conscience to fail to address patent incapacity to deliver a relatively equivalent level of remuneration for work of equal value. Substantial differences which appear to exist in the effective remuneration available to professional aged care service providers in such institutions and comparable staff in other health and human services institutions in the public or private sectors. That circumstance should either be justified or redressed: it should not be simply ignored” (at page 17)
and further

“It is essentially unjust for the community to be so dependent on not-for-profit service providers and essential service nursing staff, but to fail to supply adequate funding to meet what we consider to be a base level movement in the rates of pay to ensure equitable treatment between comparable groups of nursing staff.” (at page 23)

In that submission the ANF also made the important points that aged care workers, including nurses, are low paid workers and a predominately female workforce.

They provide a critically important role in our society often in very stressful, arduous and difficult circumstances.

While the ANF supports the Commonwealth’s stated commitment to the long term viability of the aged care sector and the importance of having appropriately skilled staff this will not be possible if employees are denied the benefits that may be available under modern awards.

6. The Aged Care Industry Employer Associations

The Aged Care Industry Employer Associations submission urges the Commission to adopt a series of complicated award schedules intended to delay the application of the award for as long as possible.

The ANF response in this submission is confined to the employer comments on the impact of the Nurses Award 2010.

In addition to the complicated nature of the employers proposals the ANF submit that on examination the proposed schedules relating to particular clauses of the Nurses Award contain a number of inaccuracies, based in part on an incorrect interpretation and application of particular award clauses or the omission of relevant information.

The following identifies examples of where the schedules are inaccurate and misleading and should not be relied upon by the Commission in determining transitional arrangements.

6.1 Transitional Provisions Schedule G – Queensland – Nurses Award 2010

A. Casual loading Transitional Provision Clause
   (Award Reference Clause:10.4(b))

- The aged care employers rely on a blanket statement in the “Explanatory Notes” that the new award provision means a cost increase to employers. No information is provided to support their position, particularly information on the number and usage of casual employees including actual number of hours worked. According to the NILS Report less than 1 in 5 nurses employed in residential aged care are employed on a casual basis.¹

¹ Martin B, King D., October 2008 Who Cares for Older Australians? A picture of the Residential and Community Care Workforce, 2007 Institute of Labour studies Flinders University Adelaide Australia, Table 3.3 p.10.
B. **Travelling, Transport and Fares Transitional Provision Clause**  
(Award Reference Clause: 16.5)

- In relation to the Nurses’ Aged Care Award – State 2005 it is not customary for nurses employed in residential aged care facilities to be required to use their own vehicle in the course of their duties. The alleged increased cost claimed by aged care employers is unlikely to be realised.

- The Nurses’ Domiciliary Services Award State 2003 contains rates that have not been updated for a number of years because nurses are covered by higher rates contained in agreements with the major providers of domiciliary services in Queensland. Further, certain domiciliary service providers supply a vehicle and do not require nurses to use their own.

C. **Meal Break payments Transitional Provision Clause**  
(Award Reference Clause: 27.1(b))

- Contrary to the aged care employer submission the clause in the modern award is actually a **reduction** in the current entitlement under clause 6.2.2 (b) of the Nurses’ Aged Care Award – State 2005 which provides:

  
  “Where an employee is required to work during a meal break and continuously thereafter they shall be paid at the rate of **double time** until released from duty for a meal break.”

Whereas, the modern award provides for **time and half** for the first 2 hours and double time thereafter (ie Monday to Saturday).

D. **Part-time Employee Overtime Transitional Provision Clause**  
(Award Reference Clause: 28.1(d))

- The ANF believes the general comment by aged care employers in relation to this clause is an incorrect interpretation and application of the provision in the modern award.

E. **Quantum of Additional Annual Leave Transitional Provision Clause**  
(Award reference Clause: 31.1(a))

- First, the ANF does not agree with the aged care employers’ general position that the additional week of annual leave set out in the above clause, (providing additional provisions to the entitlements under the NES), does not apply to part-time employees.

- Secondly, current provisions under the Nurses’ Aged Care Award – State 2005 and the Nurses’ Domiciliary Services Award State – 2003 provide for not less than 5 weeks annual leave and not less than 6 weeks annual leave if employed on shift work. The provision is applicable to part time employees and is the same quantum as the modern award. The only difference is in the wording re eligibility and application of the 6th week.

F. **Public Holidays Transitional Provision Clause**  
(Award reference Clause: 32)

- No Comment
6.2 Transitional Provisions Schedule H – New South Wales – Nurses Award 2010

A. Casual loading Transitional Provision Clause  
(Award Reference Clause: 10.4(b))

- The aged care employers rely on a blanket statement in the “Explanatory Notes” that the new award provision means a cost increase to employers. No information is provided to support their position, particularly information on the number and usage of casual employees including actual number of hours worked. According to the NILS Report less than 1 in 5 nurses employed in residential aged care are employed on a casual or contract basis.

B. Travelling, Transport and Fares Transitional Provision Clause  
(Award Reference Clause: 16.5)

- It is not customary for nurses employed in residential aged care facilities to be required to use their own vehicle in the course of their duties. The alleged increased cost claimed by aged care employers is unlikely to be realised.

C. Meal Break payments Transitional Provision Clause  
(Award Reference Clause: 27.1(b))

- No comment

D. Part-time Employee Overtime Transitional Provision Clause  
(Award Reference Clause: 28.1(d))

- The ANF believes the general comment by aged care employers in relation to this clause is an incorrect interpretation and application of the provision in the modern award.

E. Quantum of Additional Annual Leave Transitional Provision Clause  
(Award Reference Clause: 31.1(a))

- First, the ANF does not agree with the aged care employers’ general position that the additional week of annual leave set out in the above clause, (providing additional provisions to the entitlements under the NES), does not apply to part-time employees.

- Secondly, 7 day shiftworkers currently have a minimum of 6 weeks but also have access to another 1 to 5 days depending on the number of shifts worked on Sundays +/- public holidays (up to 7 weeks in total).

- Other shiftworkers have a minimum of 4 weeks and also have access to another 1 to 5 days depending on the number of shifts worked on Sundays +/- public holidays. In addition other full time shift workers can earn up to another 2 weeks leave if required to work a public holiday: (ie can elect to have one day added to annual leave and be paid an additional 50% or paid an additional 150%). If the public holiday falls on a rostered day off can elect to have one day added to annual leave or be paid an additional 100%. (Clause 15 (iii)(a) and (b)) (ie they either access 7 weeks annual leave or receive a combination of annual leave and monetary compensation which is the equivalent value of up to 7 weeks).

- Day workers have a minimum of 4 weeks and can also access another 1 to 5 days depending on the number of public holidays worked. In addition employees who work on a public holiday can elect to have one day added to annual leave and be paid an additional 50% or paid an additional 150%
(Clause 15 (iii)(a) and Clause 21, Part 1 (iv)). (It is therefore possible to access up to 7 weeks annual leave or receive a combination of annual leave and monetary compensation which is the equivalent value of up to 7 weeks annual leave).
6.3 Transitional Provisions Schedule I – South Australia – Nurses Award 2010

A. Casual loading Transitional Provision Clause
   (Award Reference Clause: 10.4(b))
   • See earlier comment.

B. Travelling, Transport and Fares Transitional Provision Clause
   (Award Reference Clause: 16.5)
   • It is not customary for nurses employed in residential aged care facilities to be required to use their own vehicle in the course of their duties. The alleged increased cost claimed by aged care employers is unlikely to be realised.

C. Meal Break payments Transitional Provision Clause
   (Award Reference Clause: 27.1(b))
   • The current award (clause 6.5.1 and 6.5.2) already requires payment of overtime in similar circumstances at the overtime rate of time and a half for the first 3 hours and double time thereafter.

D. Part-time Employee Overtime Transitional Provision Clause
   (Award Reference Clause: 28.1(d))
   • The ANF believes the general comment by aged care employers in relation to this clause is an incorrect interpretation and application of the provision in the modern award.

E. Quantum of Additional Annual Leave Transitional Provision Clause
   (Award reference Clause: 31.1(a))
   • First, the ANF does not agree with the aged care employers’ general position that the additional week of annual leave set out in the above clause, (providing additional provisions to the entitlements under the NES), does not apply to part-time employees.
   • Secondly, shiftworkers already get 6 weeks annual leave under the current award.
6.4 Transitional Provisions Schedule J – Victoria – Nurses Award 2010

A. Sunday shift loading Transitional Provision Clause
   (Award Reference Clause: 26.2)
   - The Victorian award currently provides for payment of shift allowances in addition to the weekend and public holiday penalty payments. The modern award does not provide for payment of shift allowances for work performed on Saturday, Sunday or public holiday.

B. Meal Break payments Transitional Provision Clause
   (Award Reference Clause: 27.1(b))
   - No specific comment
   - General comment: It should be noted that a number of other clauses in the current Victorian Award provide greater entitlements than the modern award. For example the current provision for personal leave is 12 days in the 1st year of employment; 14 days in the 2nd, 3rd and 4th years and 21 days thereafter with an additional 4 days compassionate leave. The modern award provides for 10 days personal leave and 2 days compassionate leave. (ie 50% less for employees in their 5th year and thereafter.)
6.5 Transitional Provisions Schedule K– Australian Capital Territory (ACT) – Nurses Award 2010

A. Casual loading Transitional Provision Clause (Award Reference Clause: 10.4(b))
   • See earlier comment

B. Travelling, Transport and Fares Transitional Provision Clause (Award Reference Clause: 16.5)
   • It is not customary for nurses employed in residential aged care facilities to be required to use their own vehicle in the course of their duties. The alleged increased cost claimed by aged care employers is unlikely to be realised.

C. Meal Break payments Transitional Provision Clause (Award Reference Clause: 27.1(b))
   • The explanatory notes in this section refer to recreational activities officers and personal carers and appear to relate to the Aged Care award.
   • The Nurses Private Employment (ACT) Award provides for a meal break under clause 8.16. There is no requirement to remain available or on duty.

D. Part-time Employee Overtime Transitional Provision Clause (Award Reference Clause: 28.1(d))
   • The ANF believes the general comment by aged care employers in relation to this clause is an incorrect interpretation and application of the provision in the modern award.

E. Quantum of Additional Annual Leave Transitional Provision Clause (Award reference Clause: 31.1(a))
   • First, the ANF does not agree with the aged care employers’ general position that the additional week of annual leave set out in the above clause, (providing additional provisions to the entitlements under the NES), does not apply to part-time employees.
   • Secondly, clauses 13.1.2 and 13.2.2 of the Nurses Private Employment Award are incorrectly documented in the employers’ transitional schedule. Employees are entitled to 5 weeks annual leave if they normally work shift work and/or at weekends. In some cases the entitlement under the modern award will be reduced not expanded.
6.6 Transitional Provisions Schedule L – Tasmania – Nurses Award 2010

A. Casual loading Transitional Provision Clause (Award Reference Clause: 10.4(b))

- The blanket statement in the “Explanatory Notes” that the 25% casual loading provided in the modern award is a cost increase for employers in Tasmania is not supported by any detail in relation to the current application of the relevant clauses and is misleading in documenting only one of a number of relevant provisions relating to casual and part-time work as outline below.

- Unlike other nursing awards included in the aged care employer’s Transitional Schedules, the definition of casual employees in Clause 4.2 of the Nurses (Tasmanian Private Sector) Award is “… a person who either relieves a full-time or part-time employee; or is engaged temporarily for specific duties for a period not exceeding 8 weeks,” and with payment of 20% loading on the ordinary rate.

Part-time employees are defined as “an employee, other than a full-time employee or casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.” (Clause 4.13)

Part-time employees engaged to work less than 20 hours per week are paid a 20% loading in lieu of public holidays, annual leave and sick leave. (Clause 13.2.2) Where there is agreement between the employer and the employee, part-time employees engaged to work less than 20 hours per week may receive pro-rata benefits in respect to public holidays, sick leave and annual leave in lieu of the 20% loading. (Clause 13.2.5)

B. Travelling, Transport and Fares Transitional Provision Clause (Award Reference Clause: 16.5)

- The aged care employers incorrectly state in this section that a per kilometre motor vehicle allowance is not currently included in the Nurses Tasmanian Private Sector) Award 2005. Clause 28 Travelling and Excess Fares provides at clause 28.1.5 for reimbursement on a per kilometre travelled basis in accordance with the Nurses (Tasmanian Public Sector) Award.

- However as we have noted earlier, it is not customary for nurses employed in residential aged care facilities to be required to use their own vehicle in the course of their duties. The alleged increased cost claimed by aged care employers is unlikely to be realised.

C. Meal Break payments Transitional Provision Clause (Award Reference Clause: 27.1(b))

- Day workers and shift workers are currently entitled to a penalty payment of time and a half if required to work or the meal break is interrupted by a call to duty.
E. Part-time Employee Overtime Transitional Provision Clause
(Award Reference Clause: 28.1(d))

- The ANF believes the general comment by aged care employers in relation to this clause is an incorrect interpretation and application of the provision in the modern award.

F. Quantum of Additional Annual Leave Transitional Provision Clause
(Award reference Clause: 31.1(a))

- First, the ANF does not agree with the aged care employers’ general position that the additional week of annual leave set out in the above clause, (providing additional provisions to the entitlements under the NES), does not apply to part-time employees.

- Secondly, shift workers currently accrue a minimum of 6 or 7 weeks annual leave. 7 weeks applies if work not less than 10 Saturdays and not less than 10 Sundays. (Clauses 24.1.2(a); 24.2.2 and 24.2.3)
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<td>28.</td>
<td>Tanunda Lutheran Home Inc Nursing Staff &amp; ANF Workplace Agreement 2006</td>
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<td>29.</td>
<td>Onkaparinga Valley Residential Care Nurses Agreement 2006</td>
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<td>ANF &amp; Longridge Retirement Village Nursing Employees (ANF) Aged Care Workplace Agreement 2006</td>
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<td>ANF &amp; St Joseph's House Nursing Employees ANF (Aged Care) Workplace Agreement 2006</td>
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<td>ANF &amp; Tolega Pty Ltd t/as Oakwood Aged Care Nursing Employees ANF (Aged Care) Workplace Agreement 2006</td>
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<td>ANF &amp; Clayton Church Homes Inc Nursing Employees (Aged Care) Workplace Agreement 2006</td>
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<td>St Andrews Hospital Inc Nursing Employees (Theatre Suite) &amp; ANF Workplace Agreement 2006</td>
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<td>St Andrews Hospital Inc Nursing Employees (Excluding Theatre Suite) &amp; ANF Workplace Agreement 2006</td>
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<td>Valley View Residential Care Facility Nurses - Aged Care Collective Agreement 2006</td>
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<td>Boandik Lodge Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>Dunbar Homes Incorporated Nursing Employees Collective Agreement 2006</td>
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<td>43</td>
<td>ANF &amp; Sportsmed SA Hospitals Pty Ltd Nursing Employees and ANF Workplace Agreement 2007</td>
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<td>44</td>
<td>ANF &amp; Mount View Homes Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>45</td>
<td>ANF &amp; Monreith Aged Care Facility Nursing Employees ANF (Aged Care) Workplace Agreement 2006</td>
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<td>46</td>
<td>The Kensington Residential Care Facility Nurses (Aged Care) Collective Workplace Agreement 2006</td>
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<td>ANF &amp; Wheatfields Incorporated Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>ANF &amp; Brighton Aged Care Nursing Employees (Aged Care) Workplace Agreement 2006</td>
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<td>49</td>
<td>Winchester Residential Care Nurses - Aged Care Collective Workplace Agreement 2007</td>
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<td>Para Hills Private Nursing Home Enterprise Agreement 2007</td>
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<td>Marron Nursing Home Nursing Employees (Aged Care) Workplace Agreement 2007</td>
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<td>Warinna Homes Inc Nursing Employees (ANF) Collective Agreement 2006</td>
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<td>56.</td>
<td>ANF &amp; Eyre Peninsula Old Folks Home Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>58.</td>
<td>Kiandra Residential Aged Care and Semaphore Residential Care Centre Workplace Agreement 2007</td>
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<td>59.</td>
<td>Society of St Hilarion Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>60.</td>
<td>ANF and Ridge Park Health Care Centre Pty Ltd Nursing, ANF (Aged Care) Workplace Agreement 2007</td>
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<td>ANF and Gleneagles Aged Care Facility Nursing Employees, ANF (Aged Care) Workplace Agreement 2007</td>
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<td>Moonta Health and Aged Care Services Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>Kooluna Residential Care Nurses Aged Care Collective Workplace Agreement 2007</td>
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<td>ANF &amp; Hyde Park Aged Care Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>65.</td>
<td>Mitcham and Oaklands Residential Care Facilities Nurses Aged Care Collective Workplace Agreement 2007</td>
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<td>66.</td>
<td>ANF &amp; The Rural City of Murray Bridge Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>St Catherine’s Berri Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>ANF and Whyalla Aged Care Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>69.</td>
<td>City of Holdfast Bay (Alwyndor Aged Care) and ANF, Nursing Employees Collective Agreement 2007</td>
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<td>71.</td>
<td>Gilbert Valley Senior Citizens Homes (Riverton) Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>72.</td>
<td>Minda Incorporated Nursing Employees Union Collective Agreement No 4 - 2007</td>
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<td>Nurses/Midwives (South Australian Public Sector) Enterprise Agreement 2007</td>
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<td>74.</td>
<td>Gribbles Pathology Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Resthaven Inc Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Ramsay Health Care (SA) Mental Health Services (ANF) Nursing Employees collective Agreement 2008</td>
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<td>78.</td>
<td>Adelaide Community Healthcare Alliance Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Calvary Health Care Adelaide Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Port Lincoln Aboriginal Health Service Nursing Employees ANF Workplace Agreement 2007</td>
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<td>81.</td>
<td>Adelaide Fertility Centre P/L (trading as Repromed) ANF (SA Branch) SA Nursing Employees Collective Agreement</td>
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<td>Ridleyton Greek Home for the Aged Nursing Employees &amp; ANF (Aged Care) Workplace Agreement 2007</td>
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<td>Narooma Retirement and Aged Care Services Nursing Employees ANF</td>
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<td>074120285 Aged</td>
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<td>Goel Nominees Nursing Employees ANF (Aged Care) Workplace Agreement 2007</td>
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<td>Morpeth Nursing Home Nursing Employees ANF Aged Care Collective Agreement 2007</td>
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<td>Western Hospital Nurses Agreement 2007</td>
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<td>Burnside War Memorial Hospital Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Keith and District Hospital Inc Nursing Employees ANF Workplace Agreement 2007</td>
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<td>Royal Flying Service of Australia Central Operations Inc Flight Nurses (ANF) Agreement 2007</td>
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<td>Anglicare SA Inc Nursing Employees ANF (Aged Care) Workplace Agreement No 3 2008</td>
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<td>St Andrews Hospital Inc Nursing Employees (Theatre Suite) ANF Workplace Agreement 2008</td>
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<td>Italian Benevolent Foundation Inc Nursing Employees ANF (Aged Care) Workplace Agreement 2008</td>
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<td>Barunga Village Nurses Agreement 2007</td>
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<td>94.</td>
<td>St Andrews Hospital Inc Nursing Employees (Excluding Theatre Suite) ANF Workplace Agreement 2008</td>
<td>Union Collective</td>
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<td>96.</td>
<td>North Eastern Community Hospital Nursing Employees &amp; ANF Workplace Agreement 2008</td>
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<td>Homestead at Walkley Heights Nurses - Aged Care Collective Agreement 2008 Employee Collective</td>
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<td>NDT 24.2.09 Op 3.3.09</td>
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<td>James Brown Memorial Trust &amp; ANF Registered and Enrolled Nurse Collective Agreement 2008 Union Collective</td>
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<td>100.</td>
<td>Nurses - Fairlux Pty Ltd - ANF Workplace Agreement 2008 - The Avenues Residential Care - Burnleigh Private Residential Care - Kirribilli @ Encounter Bay - St Peters Residential Care - Skyline Residential Care - Sprinfields Residential Care Union Collective</td>
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<td>NDT 26.2.09 Op 5.3.09</td>
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<td>Nurses - Kadina Health &amp; Aged Care Centre Pty Ltd - ANF - WA 2008 - Peninsula Residential Care Union Collective</td>
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<td>Nurses - Miroma Residential Care Facility Pty Ltd - ANF - Workplace Agreement 2008 Union Collective</td>
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<td>Royal District Nursing Service of SA Inc Nursing Union Collective Agreement 2008-2010 Union Collective</td>
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<td>104.</td>
<td>Healthscope SA Private Hospitals and ANF Nursing Employees Workplace Agreement(including Griffith Rehabilitation Hospital and Parkwynd Private Hospital 2008 Union Collective</td>
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HELPING HAND AGED CARE INC. NURSING EMPLOYEES – ANF COLLECTIVE WORKPLACE AGREEMENT 2006
1. **TITLE**

This Agreement shall be known as the Helping Hand Aged Care Inc. Nursing Employees – ANF Collective Workplace Agreement 2006.

2. **ARRANGEMENT**

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Appendix A – Salaries
UnitingCare Wesley Bowden Inc

NURSING EMPLOYEES

ANF (AGED CARE)

WORKPLACE AGREEMENT

2007
1 ARRANGEMENT

By topic, the Agreement is arranged as follows:

1 - Arrangement

2. Application and operation of Agreement

2.1 Title
2.2 Parties Bound
2.3 Date and Period of Operation
2.4 No extra Claims
2.5 Definitions
2.6 Objectives
2.7 Anti-discrimination
2.8 Continuous service

3 - Consultation and dispute procedures

3.1 Consultation and Communication
3.2 Introduction of Change
3.3 Dispute Settlement/Resolution procedure
3.4 Employee Representation

4 - Employment relationship

4.1 Contract of hiring
4.2 Casual employees
4.3 Regular part-time employees
4.4 Part-time and casual employees
4.5 Employees Applying for Shifts
4.6 Performance of Range of Duties/Skills – Multi-Skilling
4.7 Performance Management and Disciplinary Procedures
4.8 Termination of employment
4.9 Redundancy (severance)
4.10 Exhibition of Agreement

5 - Rates of pay and related matters

5.1 Classification criteria
5.2 Career Structure
5.3 Salaries - progression and advancement
5.4 Allowances
5.5 Responsibility Provision – Enrolled Nurse
5.6 Payment of salaries
5.7 Wages
5.8 Superannuation
5.9 Salary Sacrifice Arrangements
6 - Hours of work, shift work, meal breaks and overtime

6.1 Ordinary hours of work
6.2 Shift work
6.3 Overtime
6.4 Meal breaks
6.5 Charges - employer provided meals
6.6 Hours of work and shift provisions

7 - Types of leave and public holidays

7.1 Annual leave
7.2 Personal leave (sick leave and carer's leave)
7.3 Compassionate leave
7.4 Other Leave
7.5 Parental leave
7.6 Public holidays

8 – Safety, Staffing and Development

8.1 Occupational Health and Safety
8.2 Safe Staffing and Skill Mix
8.3 Staff Development

9 - Signatories

Appendix 1 – Wage Rates
Appendix 2 – Career Structure
Appendix 3 – Anti Bullying Policies and Procedures
Appendix 4 – Training and Development Policy
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**PART 2. APPLICATION AND OPERATION OF AGREEMENT**

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2.3 Date and Period of Operation ...................................................................................
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4.3 Regular part-time Employees ....................................................................................
4.4 Performance of Range of Duties/Skills – Multi-Skilling ..............................................
4.5 Termination of employment ......................................................................................
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5.2 Career Structure ......................................................................................................
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5.5 Responsibility Provision – Enrolled Nurse .................................................................
5.6 Payment of salaries .................................................................................................
5.7 Wages ......................................................................................................................
5.8 Superannuation ....................................................................................................... 
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Appendix 2: Career Structure ...................................................................................................
Nurses (ANF – ACH Group) Enterprise Agreement 2007 as at 5 June 2007
Nurses (ANF – ACH Group) Enterprise Agreement 2007 as at 5 June 2007

Clause 1 - Title

1.1 This Agreement will be titled the Nurses (ANF – ACH Group) Enterprise Agreement 2007.

Clause 2 - Arrangement

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3.1 This Agreement shall apply to the employment of all employees of Aged Care and Housing Group Inc. trading as ACH Group who are engaged in work covered by the Nurses (ANF-South Australian Private Sector) Award 2003.

3.2 This Agreement will be binding on

3.2.1 ACH Group

3.2.2 all nursing employees who are engaged in work covered by the Award whether members of the stated Union or not

3.2.3 Australian Nursing Federation (SA Branch).
Anglicare SA Incorporated

NURSING EMPLOYEES

ANF (AGED CARE)

WORKPLACE AGREEMENT

No. 3, 2008
1 ARRANGEMENT

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   1.1 Implementation Date
   1.2 Progression
2. ENROLLED NURSE CLASSIFICATION RANGE (Additional Pay Point 7)
   2.1 Implementation Date
   2.2 Progression
3. REGISTERED NURSE LEVEL 1 CLASSIFICATION RANGE (Additional Pay Point 9)
   3.1 Implementation Date
   3.2 Progression
4. REGISTERED NURSE LEVEL 2 CLASSIFICATION RANGE (Additional Pay Point 5)
   4.1 Implementation Date
   4.2 Progression

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