



Ms Janet Reah  
Secretary  
Australian Nursing Federation, Industrial Union of Workers Perth

Without Prejudice



Dear Ms Reah

**NEGOTIATIONS FOR THE REPLACEMENT WA HEALTH SYSTEM – AUSTRALIAN NURSING FEDERATION – REGISTERED NURSES, MIDWIVES, ENROLLED (MENTAL HEALTH) AND ENROLLED (MOTHERCRAFT) NURSES – INDUSTRIAL AGREEMENT 2020**

Further to the ongoing negotiations between the parties, I write to confirm the terms of the offer for the replacement WA Health System – Australian Nursing Federation – Registered Nurses, Midwives, Enrolled (Mental Health) and Enrolled (Mothercraft) Nurses Industrial Agreement 2020 (**Agreement**).

**Nurse/midwife to patient ratios**

Consistent with offers made to date, the Department of Health (**Department**) as the System Manager is committed to introducing nurse/midwife to patient ratios via a phased approach over two years. This commitment is reflected in detail at **ATTACHMENT B12**.

Further and in direct response to the Australian Nursing Federation, Industrial Union of Workers Perth (**ANF's**) feedback, **ATTACHMENT B13** confirms the interim measure to support the management of workload grievances prior to the implementation of the WA Health Ratio Model.

Consistent with the Public Sector Wages Policy Statement 2022, the remaining terms of the offer are as follows:

1. A term of two years, commencing on and from registration and expiring on 11 October 2024.
2. Wage increases as set out in **ATTACHMENT A** of:
  - (a) \$60 per week, or 3.0% per annum, whichever is greater, effective on and from 12 October 2022; and
  - (b) \$60 per week, or 3.0% per annum, whichever is greater, effective on and from 12 October 2023.
3. Wage increases will be applied on a pro rata basis for part time and casual employees and will not be provided to employees who leave their employment prior to the replacement Agreement being registered in the Western Australian Industrial Relations Commission (**Commission**).

4. A one-off cost of living payment of \$3,000 will be paid to employees engaged under the replacement Agreement as soon as reasonably practicable following lodgement of the Agreement for registration in the Commission, as follows:
  - (a) Part time employees - payable on a pro rata basis.
  - (b) Casual employees – pro-rated according to an employee’s average Full Time Equivalent (FTE) status over the 12 months preceding the date of payment, or length of service, whichever is shorter.
  - (c) Payable to all employees engaged under the Agreement on the date the payment is made and will not be paid to any employee who is terminated or commences after the date of payment.
5. Allowances prescribed under the current Agreement will be adjusted in accordance with existing methodologies.
6. Agreement to the amendments in **ATTACHMENT B**, including the application of the proposed draft clauses at **ATTACHMENTS B1 – B13**, which will take effect on and from the date the replacement Agreement is registered by the Commission.
7. Administrative and technical drafting amendments as agreed between the parties and approved by Government Sector Labour Relations.
8. Finalisation of drafting and lodgement in the Commission as soon as possible after in-principle agreement is reached.

This offer is to be read as a package in its entirety and is conditional on in-principle agreement being provided in writing by **4pm, Tuesday 22 November 2022**. If in-principle agreement is not reached by this date, the terms of this offer will lapse.

This offer is conditional on the ANF making no further claims, and canceling all industrial action including escalations planned for 16 November 2022 onwards.

Should you require any further information, please contact me on [REDACTED] or [REDACTED].

Yours sincerely

[REDACTED]

**A/DIRECTOR  
SYSTEM-WIDE INDUSTRIAL RELATIONS**

15 November 2022

*Att A: Salaries and Classifications*

*Att B: Proposed amendments and draft clauses*

16. SALARIES AND CLASSIFICATIONS

(1) The ordinary rates of pay during the life of this Agreement are:

Registered Nurse	Existing Rate	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2022</u> <u>On and from 12</u> <u>October 2020</u>	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2023</u> <u>On and from 12</u> <u>October 2021</u>
Level 1.1	<del>\$69,697</del> \$67,697	<del>\$72,827</del> \$68,697	<del>\$75,957</del> \$69,697
Level 1.2	<del>\$72,325</del> \$70,325	<del>\$75,455</del> \$71,325	<del>\$78,585</del> \$72,325
Level 1.3	<del>\$75,059</del> \$73,059	<del>\$78,189</del> \$74,059	<del>\$81,319</del> \$75,059
Level 1.4	<del>\$77,900</del> \$75,900	<del>\$81,030</del> \$76,900	<del>\$84,160</del> \$77,900
Level 1.5	<del>\$80,856</del> \$78,856	<del>\$83,986</del> \$79,856	<del>\$87,116</del> \$80,856
Level 1.6	<del>\$83,931</del> \$81,931	<del>\$87,061</del> \$82,931	<del>\$90,191</del> \$83,931
Level 1.7	<del>\$87,129</del> \$85,129	<del>\$90,259</del> \$86,129	<del>\$93,389</del> \$87,129
Level 1.8	<del>\$90,452</del> \$88,452	<del>\$93,582</del> \$89,452	<del>\$96,712</del> \$90,452
Level 2.1	<del>\$93,171</del> \$91,171	<del>\$96,301</del> \$92,171	<del>\$99,431</del> \$93,171
Level 2.2	<del>\$94,989</del> \$92,989	<del>\$98,119</del> \$93,989	<del>\$101,249</del> \$94,989
Level 2.3	<del>\$96,847</del> \$94,847	<del>\$99,977</del> \$95,847	<del>\$103,107</del> \$96,847
Level 2.4	<del>\$98,742</del> \$96,742	<del>\$101,872</del> \$97,742	<del>\$105,002</del> \$98,742
Senior Registered Nurse	Existing Rate	<u>3%</u> <u>On and from 12</u> <u>October</u> <u>2022</u> <u>On and from 12</u> <u>October 2020</u>	<u>3%</u> <u>On and from 12</u> <u>October</u> <u>2023</u> <u>On and from 12</u> <u>October 2021</u>
SRN Level 1	<del>\$111,085</del> \$109,085	<del>\$114,418</del> \$110,085	<del>\$117,851</del> \$111,085
SRN Level 2	<del>\$114,522</del> \$112,522	<del>\$117,958</del> \$113,522	<del>\$121,497</del> \$114,522
SRN Level 3	<del>\$118,070</del> \$116,070	<del>\$121,612</del> \$117,070	<del>\$125,260</del> \$118,070
SRN Level 4	<del>\$121,731</del> \$119,731	<del>\$125,383</del> \$120,731	<del>\$129,144</del> \$121,731
SRN Level 5	<del>\$125,511</del> \$123,511	<del>\$129,276</del> \$124,511	<del>\$133,154</del> \$125,511
SRN Level 6	<del>\$133,227</del> \$131,227	<del>\$137,224</del> \$132,227	<del>\$141,341</del> \$133,227
SRN Level 7	<del>\$141,433</del> \$139,433	<del>\$145,676</del> \$140,433	<del>\$150,046</del> \$141,433
SRN Level 8	<del>\$150,159</del> \$148,159	<del>\$154,664</del> \$149,159	<del>\$159,304</del> \$150,159
SRN Level 9	<del>\$158,454</del> \$156,454	<del>\$163,208</del> \$157,454	<del>\$168,104</del> \$158,454
SRN Level 10	<del>\$167,220</del> \$165,220	<del>\$172,237</del> \$166,220	<del>\$177,404</del> \$167,220

ATTACHMENT A

Enrolled Mental Health Nurse	Existing Rate	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2022</u> <u>\$1,000</u> <u>On and from 12</u> <u>October 2020</u>	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2023</u> <u>\$1,000</u> <u>On and from 12</u> <u>October 2021</u>
EMHN Pay point 1	<del>\$60,500</del> <u>\$58,500</u>	<del>\$63,630</del> <u>\$59,500</u>	<del>\$66,760</del> <u>\$60,500</u>
EMHN Pay point 2	<del>\$61,814</del> <u>\$59,814</u>	<del>\$64,944</del> <u>\$60,814</u>	<del>\$68,074</del> <u>\$61,814</u>
EMHN Pay point 3	<del>\$63,127</del> <u>\$61,127</u>	<del>\$66,257</del> <u>\$62,127</u>	<del>\$69,387</del> <u>\$63,127</u>
EMHN Pay point 4	<del>\$64,441</del> <u>\$62,441</u>	<del>\$67,571</del> <u>\$63,441</u>	<del>\$70,701</del> <u>\$64,441</u>
EMHN Pay point 5	<del>\$65,755</del> <u>\$63,755</u>	<del>\$68,885</del> <u>\$64,755</u>	<del>\$72,015</del> <u>\$65,755</u>
EMHN Pay point 6	<del>\$67,069</del> <u>\$65,069</u>	<del>\$70,199</del> <u>\$66,069</u>	<del>\$73,329</del> <u>\$67,069</u>
Enrolled Nurse (Mothercraft Nursing only)	Existing Rate	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2022</u> <u>\$1,000</u> <u>On and from 12</u> <u>October 2020</u>	<u>\$60 per week</u> <u>On and from 12</u> <u>October</u> <u>2023</u> <u>\$1,000</u> <u>On and from 12</u> <u>October 2021</u>
Year 1	<del>\$56,996</del> <u>\$54,996</u>	<del>\$60,126</del> <u>\$55,996</u>	<del>\$63,256</del> <u>\$56,996</u>
Year 2	<del>\$57,963</del> <u>\$55,963</u>	<del>\$61,093</del> <u>\$56,963</u>	<del>\$64,223</del> <u>\$57,963</u>
Year 3	<del>\$59,374</del> <u>\$57,374</u>	<del>\$62,504</del> <u>\$58,374</u>	<del>\$65,634</del> <u>\$59,374</u>
Year 4	<del>\$60,846</del> <u>\$58,846</u>	<del>\$63,976</del> <u>\$59,846</u>	<del>\$67,106</del> <u>\$60,846</u>
Year 5	<del>\$62,291</del> <u>\$60,291</u>	<del>\$65,421</del> <u>\$61,291</u>	<del>\$68,551</del> <u>\$62,291</u>



## Components of the offer for the Replacement Agreement

ATTACHMENT	CLAUSE	PROVISION
B1	Clause 21 – Qualification Allowance	Modernisation of clause 21 by removing Appendix A - Approved List of Qualifications, clarifying the role of the Independent Review Panel and clarifying the process and criteria for assessing midwifery, university and overseas qualifications.
B2	Clause 26 – Special Allowances	Inclusion of a new provision providing a preceptor allowance to eligible Level 1.8 and 2.4 nurses and midwives.
B3	Clause 27 – Hours of Work and Rostering	Enhanced flexibility in new subclause (21) providing employees with caring responsibilities the ability to request a temporary reduction in hours.  Amendment to subclause (27) to allow ordinary hours of community nurses to be worked seven days a week by agreement with the Federation.
B4	Clause 31 – Meal and Refreshment Breaks	Amendment to provide increase time for paid refreshment breaks from 7 minutes to 10 minutes.
B5	Clause 33 – Annual Leave Travel Concessions	Amendment to subclause (7) to remove provisions for South East Travel Concessions for employees employed in District Allowance Area 3 (i.e. Meekatharra, Mt Magnet, Cue, Sandstone and some Goldfields locations) to allow access to full Annual Leave Travel Concession.
B6	Clause 34 – Long Service Leave (LSL)	Inclusion of the ability for employees who are within seven years of their preservation age with the capacity to cash out pro-rata LSL described at subclauses 35.14(a) and (b)
B7	Clause 35 – Long Service Leave (LSL) for Casual Employees	Inclusion of a new provisions to provide ability for casual employees to cash out accrued LSL, take in minimum periods of one day and take at half and double pay and provide payment on cessation of employment.
B8	Clause 37 – Personal Leave	Deletion of existing subclauses 37(10) and (18) due to amendments to the <i>Minimum Conditions of Employment Act 1993</i> , removing the 76 hour per annum limit on the amount of paid leave that can be taken for caring purposes.
B9	Clause 40 – Cashing Out Leave Entitlements	Amendment to clause 40 to provide an unfettered right to cash out up to a week of excess annual or long service leave entitlements once per financial year.
B10	Clause 41 – Parental Leave	Enhancement to subclause (30) to provide an entitlement to up to a week of personal leave in substitution for unpaid partner leave.
B11	Clause 66 – Remote Area Employees	Expansion to subclause (2) to include Cue, Leinster, Mt Magnet, Sandstone and Yalgoo to the list of remote area sites.
B12	New Clause – Nurse/Midwife to Patient Ratios	Commitment to implement a workload management model based on nurse/midwife to patient ratios via a phased approach over two years.
B13	New Clause – Workload Management	New clause to provide mechanism to resolve workload issues within the shift in which they arise.



**21. QUALIFICATION ALLOWANCE**

(1) A qualification allowance is payable to full time and part time Registered Nurses and Midwives, who hold or acquire a qualification, as defined below, that is relevant to the employee's current practice or position or role.

(2) Quantum of Allowance

	% of base salary for RN Level 1 increment 8	Annual rate on and from 12 October 2020	Annual rate on and from 12 October 2021
Level 1	3.5%	\$3,131	\$3,166
Level 2	4.5%	\$4,025	\$4,070
Level 3	5.5%	\$4,920	\$4,975

Subject to the provisions of this clause the rates prescribed in the above table will be paid fortnightly calculated in accordance with subclause 17(1) of this Agreement.

(3) The allowances prescribed in subclause (2) of this clause will be paid to part time employees on a pro rata basis according to hours worked.

(4) The assessment of a qualification is to be undertaken as follows:

(a) “Postgraduate qualification” means a qualification specified in the Australian Qualifications Framework (AQF) at Level 8 or above, unless specifically provided for in this clause.

(b) The assessment of a qualification is to be determined by reference to the AQF with the exception of subclauses (5)(a)(ii), (5)(a)(iii), (5)(b)(ii) and (5)(b)(iii) of this clause.

(c) The length of a qualification is not relevant to determining whether an employee is eligible for a qualification allowance, with the exception of subclauses (5)(a)(ii) and (5)(a)(iii) of this clause.

(d) Short intensive courses, modules of units and skill sets are not eligible for a qualification allowance.

(e) In determining whether a qualification is “relevant”, the Employer shall consider the nature of the qualification, current area of practice, classification and position description of the employee.

(f) To the extent of any inconsistencies:

(i) subclauses (6) and (7) shall prevail over the provisions of subclause (5) of this clause; and

(ii) subclause (5)(b)(iii) shall prevail over the remainder of subclause (5) of this clause.

(45) The qualifications that will attract ~~this a qualification~~ allowance are as follows:

(a) Level 1

(i) Graduate Certificate (AQF Level 8).

This includes employees who have exited a Masters program and have received a Graduate Certificate from the education provider. An employee who has completed the requisite units but has not obtained a Graduate Certificate (e.g. the employee is continuing with the Masters Program) is not eligible for the qualification allowance.

(ii) Hospital based postgraduate qualification of one year's (or two academic semesters) duration, or the renal dialysis certificate.

(iii) Hospital based postgraduate qualification of six months duration, which have subsequently been replaced by qualifications involving one year's (or two academic semesters) duration, will be included if at the time an employee undertook the course, a six month postgraduate qualification was all that was available and that the Chief Nursing and Midwifery Officer deems equivalent to a one year duration qualification.

## (b) Level 2

(i) Graduate Diploma (AQF Level 8).

(ii) Postgraduate qualifications awarded by a recognised university, or other agreed education provider, equivalent to AQF Level 8 (other than a Graduate Certificate or Bachelor Degree with Honours), which must have been taken over a period of at least two semesters.

(iii) Includes those Registered Mental Health Nurses who also hold a general nursing qualification (irrespective of the order in which the qualifications were obtained) who are working in an area where the qualification is applicable to their current area of practice. This may include, but not be limited to, a psychiatric unit or general ward with psychiatric patients.

## (c) Level 3

Recognised Masters (AQF Level 9) or PhD (AQF Level 10) qualifications, which are relevant to the employee's area of nursing practice or position or role.

(6) Midwifery qualifications

(a) On and from 19 April 2018, nursing and midwifery have been legally recognised as separate professions pursuant to the Health Practitioner Regulation National Law (WA) Amendment Act 2018.

(b) A midwife possessing only an initial registration midwifery qualification (e.g. Bachelor of Midwifery), who does not hold an initial registration nursing qualification nor any relevant postgraduate qualification, is ineligible for a qualifications allowance.

(c) A midwife, who does not hold an initial registration nursing qualification but obtains a postgraduate qualification in midwifery, will be eligible for a qualification allowance at the appropriate level as provided for at subclause (2)



of this clause.

(d) A midwife who also holds an entry level qualification leading to registration as a registered nurse (e.g. Bachelor of Nursing) will be awarded a Level 1 qualification allowance where the midwife is required to utilise their nursing qualification in their current role, notwithstanding the fact the entry level nursing qualification is not a post-registration qualification.

(7) Overseas qualifications

(a) Overseas Qualifications may be assessed against the AQF using the qualification framework (if available) of the country where the qualification was obtained.

(b) Regardless of the name of the course or its status in the country of origin, overseas tertiary qualifications are deemed eligible for a qualification allowance, provided the following criteria are met:

(i) it is a post-registration qualification;

(ii) it is a clinical qualification (except for roles where a qualification in education or management is relevant);

(iii) the qualification is equivalent to the training and learning outcomes of an Australian postgraduate qualification (AQF level 8 or above);

(iv) the qualification is accepted by the Employer as relevant to the employee's current practice or position or role; and

(v) the employee provides evidence that they hold the qualification.

(c) Notwithstanding subclause (5)(b)(ii) of this clause, a Bachelor Degree with Honours obtained through a university located in the United Kingdom will be awarded a Level 2 allowance where it is evident that the units of study are highly specialised and relevant to the area of practice.

(8) Non-university qualifications

Qualifications obtained through a non-university education provider must be accredited through the Australian Nursing and Midwifery Accreditation Council and the equivalent of a postgraduate qualification (AQF level 8 or above).

(9) Promotion, appointment, secondment and transfer

(a) Where an employee accepts a permanent transfer, appointment or promotion within the WA health system, payment of the allowance shall cease unless the qualification is relevant to the practice or position or role.

(b) Where an employee is seconded or temporarily transferred within the WA health system for a period of up to six months, and the qualification for which an allowance has been paid in their substantive position is not relevant to the practice or position or role, any qualification allowance shall continue to be paid. Where a secondment or temporary transfer is greater than six months,



continuation of the allowance beyond the first six months is at the discretion of the Employer.

(c) Where an employee is seconded or temporarily transferred within the WA health system, and the qualification is relevant to the practice or position or role, the qualification allowance shall continue to be paid for the duration of the secondment or transfer.

(10) An employee who holds a qualification obtained prior to an initial registration base nursing and/or midwifery qualification will be eligible for a qualification allowance as follows:

(a) A Master of Business Administration relevant to the practice or position or role will attract a Level 3 allowance irrespective of whether the degree was attained prior or subsequent to the employee attaining their base nursing and/or midwifery qualification.

(b) A qualification specified in subclauses (5)(a)(iii) or (5)(b)(iii) of this clause.

(§11) Unless specifically provided for in this clause, conversion degrees and non-tertiary postgraduate qualifications do not attract the allowance.

(612) Where an employee would be entitled to more than one of the allowances set out above, only the highest allowance will be payable.

(713) The allowance will continue to be paid during all periods of paid leave.

(814) Disputes about whether a qualification attracts the qualification allowance set out in this clause will be dealt with by an Independent Review Panel as follows.

(915) Independent Review Panel

(a) Where an employee has applied unsuccessfully for a qualification allowance in respect of a particular qualification, they may submit an application for review of the decision to the Independent Review Panel.

(b) The Independent Review Panel will consist of the following members:

(i) Chief Nursing and Midwifery Officer of Western Australia or nominee (Chairperson);

(ii) a nominee of the Director General, Department of Health; and

(iii) Secretary of the Federation or nominee.

(c) The Independent Review Panel will meet biannually to review unsuccessful applications. Where the decision of the Independent Review Panel results in a qualification allowance becoming payable, payment for the qualification allowance will be backdated to the date from when the qualification became relevant to the employee's practice, position or role, or the date of the employee's appointment to the position, whichever is the latter.

(d) If the Secretary of the Federation's nominee is employed by the Employer, the Employer will grant paid leave of absence to the employee who is nominated to

attend the Independent Review Panel meeting.

- ~~(10) The Chief Nursing and Midwifery Officer will publish a list of qualifications which attract the allowance, as determined by the Independent Review Panel. The list of qualifications as at the date of registration of this Agreement is reproduced at Appendix A – Approved List of Qualifications.~~
- (416) Following each Independent Review Panel meeting, the Chief Nursing and Midwifery Officer will update the published list of qualifications.
- (417) A qualification included on the published list will not be removed unless agreed with the Federation.
- (418) Subject to subclause (419) of this clause, the provisions of this clause do not apply to casual employees.
- (419) Notwithstanding subclause (1813) of this clause, an employee who undertakes a period of special casual employment during a period of parental leave pursuant to subclause 41(40)(d) will be entitled to receive the allowance prescribed by this clause, provided there is an existing entitlement and the qualification is relevant to the employee's practice, position or role during such special casual employment.

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**26. SPECIAL ALLOWANCES**

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**(4) Preceptor Allowance**

- (a) Level 1.8 Registered Nurses/Midwives with 12 months service or more who confirm agreement to undertake preceptor responsibilities will be eligible for the allowance described at subclause (5).
- (b) Level 2.4 Registered Nurses/Midwives with 12 months service or more who are confirm agreement to undertake preceptor responsibilities will be eligible for a preceptor allowance described at subclause (5).

**(5) Quantum of allowance**

	Annual Preceptor Allowance
Level 1.8	\$1200
Level 2.4	\$1200

- (a) Subject to the provisions of this clause the rates prescribed in the above table will be paid fortnightly.
- (b) Preceptor allowance will be paid to part time and casual employees on a pro rata basis according to hours worked.
- (c) The allowance will continue to be paid during all periods of paid leave.
- (d) The allowance will be treated as ordinary salary for all purposes of this Agreement.



**PART 5 – HOURS OF WORK AND ROSTERING****27. HOURS OF WORK AND ROSTERING**

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(20) Notwithstanding Clause 28 – Flexibility in Hours and Rostering, the Employer will give reasonable consideration to requests for flexibility from individual employees in rostering due to caring responsibilities.

(21) Subject to the provisions of this subclause, an employee may seek to temporarily reduce their hours to manage caring responsibilities.

(a) Such request is subject to the agreement of the Employer, taking into consideration both the organisation's needs and capacities and the employee's needs, capacities and reasons for requesting the temporary reduction in hours.

(b) The Employer will take all reasonable steps to accommodate the request of the employee in either their current position or temporarily in an alternative position.

(c) Factors and circumstances to be considered will include, but are not limited to:

(i) the suitability of the work/job role;

(ii) the availability of suitable work;

(iii) the employee's reasons for requesting the change; and

(iv) operational requirements. For example, patient/client needs, or that efficient and effective delivery of service should not be unduly compromised.

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**Community Nurses**

(27) Nurses employed in a community setting in the following categories will work ordinary hours as stipulated.

(a) The ordinary hours of duty for a school nurse will be 38 per week, with the ordinary hours worked each day to be no more than seven hours 36 minutes between Monday to Friday inclusive. Any meal or tea break during which the school nurse is required to be available to work or working will be counted as time worked and included as part of the seven hours 36 minutes day.

(b) The ordinary hours of work for a remote area nurse will be an average of 38 per week with the hours actually worked being 40 per week to be worked between 0800 and 1800 Monday to Friday inclusive.

The ordinary hours will be worked with two hours of each week's work accruing as an entitlement to a maximum of 12 ADOs in each 12 month period. The ADOs will be taken as a minimum period of five consecutive days off in conjunction with annual leave or at a time mutually acceptable to the Employer and employee.

- (c) Subject to subclause 27(2)(d) and Notwithstanding Clause 28 – Flexibility in Hours and Rostering, the ordinary hours of duty for a nurse in a community setting, other than those with hours of duty prescribed in subclauses (22)(a), (22)(b), and (23) of this clause will be an average of 38 per week with the hours actually worked being 40 per week to be between 0700 and 1800, Monday to Friday inclusive. An employee and Employer may agree to alter start and finish times without incurring penalties or loadings, subject to the span of hours being between 0700 and 1800.

The ordinary hours will be worked within a 20 day, four week cycle with 0.4 of an hour for each day worked accruing as an entitlement to take the twentieth day in each cycle as an ADO.

- (d) Subject to agreement between the Employer and Federation, where required for operational reasons, the ordinary hours of a community nurse may be:

- (i) an average of 38 hours per week over any 5 days of the week, or 10 days of the fortnight; and
- (ii) worked over any one of the work cycles prescribed at subclause 27(2) of this Agreement;

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**31. MEAL AND REFRESHMENT BREAKS**

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- (8) A refreshment break of ~~seven~~ ten minutes will be provided by the Employer, in the first and second half of each shift. The refreshment break will be taken when convenient to the Employer but not within one hour of commencing or finishing work. The refreshment break will be without deduction of pay.

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**33. ANNUAL LEAVE TRAVEL CONCESSIONS**

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**(7) South East Travel Concessions**

- (a) The provisions of this sub-clause apply to employees employed in the WA Country Health Service – Goldfields Region (excluding Leinster, Leonora, and Menzies); Meekatharra, Cue, Mt Magnet, Sandstone and Ravensthorpe.
- (b) An employee will receive two days for travel each year and these must be attached to a period of leave.
- (c) The additional leave entitlement will accrue fortnightly on a pro rata basis.
- (d) In addition to the above leave, a train or bus fare, or where deemed appropriate, an airfare is payable, on application to the Employer, to each employee and their eligible dependents every second anniversary year. This will be no more than the equivalent economy return train or bus fare to Perth that could be purchased by the Employer.
- (e) An entitlement to a travel concession will not accrue indefinitely. Accordingly, any unclaimed entitlement will lapse upon the next entitlement falling due.
- (f) An employee who moves from one health service at which the allowance is payable to another health service at which the allowance is payable can carry over their entitlement to a travel concession. The amount claimable will be the rate applicable to the location they are employed at the time of taking the leave.

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**34. LONG SERVICE LEAVE**

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**(17) Early Access to Pro Rata Long Service Leave**

- (a) An employee, other than a casual employee, within seven years of their preservation age under Western Australian Government superannuation arrangements may, by agreement with their Employer, choose early access to their long service leave on the following basis:
- (i) Employees under a 10 year accrual basis, may access pro rata long service leave at the rate of 6.5 days per completed 12 month period of continuous service.
  - (ii) Employees under a seven year accrual basis may access pro rata long service leave at the rate of 9.28 days per completed 12 month period of continuous service.
- (c) Part time employees have the same entitlement as full time employees, with their entitlement calculated on a pro rata basis according to any variations to their ordinary working hours during the accrual period.
- (d) Early access to pro rata long service leave does not include access to long service leave to which the employee has become entitled or accumulated prior to being within seven years of their preservation age.
- (e) Notwithstanding clause 40, under subclause (17), pro rata long service leave can ~~only~~ be taken as paid leave and ~~there is no capacity for payment in lieu of leave-cashed out pursuant to the terms provided by clause 40.~~
- (f) Employees taking advantage of this leave may, by agreement with their Employer, clear it:
- (i) in minimum periods of one day; and/or
  - (ii) at half, full or double pay.

...

**35. LONG SERVICE LEAVE FOR CASUAL EMPLOYEES**

- (1) A casual employee will be entitled to 13 weeks' paid long service leave, taken in one continuous period, on the completion of 10 years' continuous service and an additional 13 weeks' paid long service leave for each subsequent period of 7 years of completed continuous service.
- (2) Payment while on long service leave will be at the casual employee's ordinary rate of pay plus payment of the casual loading provided for at clause 13(1)(a) of this Agreement.
- (3) Notwithstanding subclause (1) and (2) of this clause, upon application by a casual employee, the Employer may approve a casual employee clearing:
  - (a) any accrued entitlement to long service leave in minimum periods of one day;  
or
  - (b) double such period on half pay or half such period on double pay.
- (4) A casual employee may, with the Employer's agreement, cash out any portion of a long service leave entitlement accrued under subclause (1) of this clause in lieu of taking the leave.
- (5) A casual employee who ceases employment in the WA Health System will receive payment for any accrued long service leave on termination.



37. PERSONAL LEAVE

...

~~(10) Whilst employees are able to access personal leave in accordance with subclause (23) of this clause, to ensure compliance with the *Minimum Conditions of Employment Act 1993* (WA) a minimum of 10 days must be available to employees for the purposes of an employee's entitlement to paid leave for illness or injury; or carer's leave.~~

...

~~(18) The requirements of the *Minimum Conditions of Employment Act 1993* (WA) must be met at the commencement of the following anniversary year. The remaining portion of debited personal leave, which exceeds the leave credited, is to be debited at the commencement of the subsequent and where necessary following anniversary year/s.~~

...

Without Prejudice

**40. CASHING OUT LEAVE ENTITLEMENTS**

- (1) The Employer and the employee may agree in writing that the employee forgo part of their entitlement to accrued annual leave, accrued public holidays, accrued long service leave, or ADOs in exchange for payment at the rate which would have applied had the day been worked. In the case of annual leave payment will include any applicable annual leave loading.
- (2) There will be no limit on the amount of accrued leave that may be paid out provided that the balance of leave entitlements will allow for a minimum of four weeks leave to be taken in the calendar year in which the payment is made. Leave already taken during the calendar year in which the payment is made may be counted towards the minimum four weeks leave requirement.
- (3) The Employer will approve an employee's request to cash out excess annual leave or long service leave up to the value a week. The Employer is only obligated to approve such requests once per financial year. For the purposes of 40(3), excess leave means:
  - (i) accrued annual leave greater than a year's entitlement;
  - (ii) accrued long service leave balance two years after the date of entitlement.
- (4) Subject to subclause (3) of this clause, ~~T~~he Employer will not otherwise unreasonably withhold its agreement to cashing out of leave under subclause (1) of this clause.
- (54) Where the Employer does not approve an employee's request to cash out leave it will notify the employee in writing and outline the reasons for the refusal. Cost implications are not a valid reason for refusal.

#### 41. PARENTAL LEAVE

...

##### Partner Leave

- (23) (a) An employee is entitled to unpaid partner leave as prescribed by this subclause in respect of the:
- (i) birth of a child to the employee or the employee's partner; or
  - (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of sixteen; and has not lived continuously with the employee for six months or longer.
- (b) An employee who is not taking parental leave with respect to the birth of child to their partner shall be entitled to a period of unpaid partner leave of up to one week at the time of the child's birth. In the case of adoption of a child this period shall be increased to up to three weeks unpaid leave.
- (c) The employee may request to extend the period of unpaid partner leave up to a maximum of eight weeks.
- (d) The Employer is to agree to an employee's request to extend their partner leave under subclause (23)(c) of this clause unless:
- (i) having considered the employee's circumstances, the Employer is not satisfied that the request is genuinely based on the employee's parental responsibilities; or
  - (ii) there are grounds to refuse the request relating to its adverse effect on the Employer's business and those grounds would satisfy a reasonable person. These grounds include, but are not limited to:
    - (1) cost;
    - (2) lack of adequate replacement staff;
    - (3) loss of efficiency; and
    - (4) impact on the production or delivery of products or services by the Employer.
- (e) The Employer is to give the employee written notice of the Employer's decision on a request for extended partner leave. If the employee's request is refused, the notice is to set out the reasons for the refusal.
- (f) An employee who believes their request for extended partner leave under subclause (23)(c) of this clause has been unreasonably refused may seek to enforce it as a minimum condition of employment and the onus will be on the Employer to demonstrate that the refusal was justified in the circumstances.
- (g) The taking of partner leave by an employee shall have no effect on their or their partner's entitlement, where applicable, to paid parental leave under this clause.

...



## Other Leave Entitlements

## (27) Annual and long service leave

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave to which the employee is entitled for the whole or part of the period of unpaid parental leave.
- (b) (i) An employee may elect to substitute any part of their entitlement to one week's unpaid partner leave as provided for in subclause (23)(b) with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.
- (ii) Where an Employer agrees to an employee's request to extend their period of unpaid partner leave under subclause (23)(c) of this clause, the Employer must allow an employee to elect to substitute any part of that period of unpaid partner leave with accrued annual or long service leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

...

## (30) Personal leave

- (a) An employee on paid or unpaid parental leave is not entitled to paid personal leave other than as specified in subclause (30)(b) of this clause.
- (b) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid personal leave to which the employee is entitled or unpaid leave for a period certified as necessary by a registered medical practitioner. Paid personal leave cannot be taken concurrently with paid parental leave.
- (c) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid personal leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.
- (d) An employee on unpaid partner leave is not entitled to paid personal leave.
- (e) Notwithstanding subclause 30(d) an employee may elect to substitute any part of their entitlement to one week's unpaid partner leave as provided for in subclause (23)(b) with personal leave to which the employee is entitled for the whole or part of that period of unpaid partner leave.

## PART 8 – REMOTE AND RURAL CONDITIONS

## 66. REMOTE AREA EMPLOYEES

...

## (2) Definitions

- (a) Remote areas are defined as places, which are geographically isolated from public amenities, community services, acute hospital facilities and (usually) medical practitioners.
- (b) For the purposes of this Agreement the following health care sites are considered to be located in remote areas:

**Group A:**

Abrolhos Island	Mount House
Balgo Hills (Wirrimanu)	<a href="#">Mount Magnet</a>
Billiluna	Mulan
Burringurrah	Noonkanbah (Yungngora)
<a href="#">Cue</a>	Nullagine
Coonana	One Arm Point (Bardi)
Doduan	Parnngurr (Cotton Creek)
Gibb River Station	Punmu
Imintji	<a href="#">Sandstone</a>
Kalumburu	Strelley Station
Kunawarritji (Well 33)	Tjuntjunjarra (Paupiyale Tjarutja)
<a href="#">Leinster</a>	Warralong
Lombadina	Wangkatjunka
Looma	Warmun
Marble Bar	<a href="#">Yalgoo</a>
Mount Barnett (Kupungarri)	Yandeyarra
Mount Elizabeth	

**Group B:**

Bremer Bay  
Cervantes  
Lake Varley



**X. NURSE/MIDWIFE TO PATIENT RATIOS**

- X.1 The Employer commits to introducing minimum nurse/midwife to patient ratios via a phased approach over two years (**WA Ratio Model**).
- X.2 The WA Ratio Model aims to ensure safe and sustainable workloads for nurses and midwives.
- X.3 The WA Ratio Model will replace Nursing Hour per Patient Day (NHpPD) at Part 2 of the Agreement.
- X.4 Within a month of this Agreement being registered, the System Manager will:
- a. establish a time-limited WA Ratio Model Task Force with the Federation. The composition of the Taskforce will include relevant stakeholders including, but not limited to, the Federation, Employers and the Department of Health, including the Chief Nursing and Midwifery Office:
    - i. the terms of reference for the WA Ratio Model Task Force will be agreed between the System Manager and Federation.
  - b. consistent with the recommendation of the Independent Review of NHpPD of August 2022, commission an audit of all in-patient wards/units to provide details critical to the final WA Ratio Model and implementation process:
    - i. the audit will be complete by 28 March 2023 and will prioritise analysis of current prescribed NHpPD classification staffing levels including average day, afternoon and night shift.
    - ii. prior to the implementation of the WA Ratio Model at the ward/unit level, the audit findings will inform workload grievances raised pursuant to clause X – Workload Management.
    - iii. Prior to the audit findings being determined at X.4(b), workload grievances will be raised via clause X - Workload Management.
- X.5 The audit at clause X.4(b) will compare actual staffing levels against prescribed NHpPD staffing levels and prescribed ratios in Victoria and Queensland in comparable in-patient wards/units.
- X.6 Once the audit at clause X.4(b) is complete, and the WA Ratio Model is determined, it will be implemented consistent with X.1, without unreasonable delay.
- X.7 The WA Ratio Model will:
- a. include a reporting framework to ensure compliance with ratio requirements;
  - b. on occasion where the audit mentioned at X.4(b) finds the prescribed NHpPD classification staffing level provides the highest number of nurses or midwives per shift that prescribed staffing level will be retained;
  - c. where clinical speciality areas are governed by care requirements and models of care, the WA Ratio Model will incorporate, and not override, those care requirements and models of care;



- d. in principle, exclude the coordinator from the ratio, provided that clinical and jurisdictional assessment findings may support inclusion of the coordinator in the ratios in some circumstances;
  - e. count qualified babies as patients consistent with the Australian Institute of Health and Welfare newborn qualification status and babies where clinically indicated; and
  - f. include the following dispute resolution procedure that can be activated by the Employer, Federation or nurse/midwife:
    - i. if there is a dispute about ratio requirements being met; and
    - ii. to ensure appropriate action is taken to remedy any shortfalls.
- X.8 Where there is a dispute about clinical assessment at X.6(d), or clinical indication at X.6(e), this will be referred to the Taskforce for resolution.
- X.9 The dispute resolution procedure below provides an escalation pathway to ensure compliance, appropriate response and action to ratios and comprises of the following stages:
- a. Stage 1 – matter to be raised with the relevant line manager (which may include After Hours Manager/Coordinator) responsible for ensuring the ratio has been correctly applied, with parties to engage and resolve the concern within the shift.
  - b. Stage 2 – referral of an unresolved Stage 1 matter for discussion with the nominated nursing and midwifery executive (Nursing/Midwifery Director or higher depending on the relevant facility structure).
  - c. Stage 3 – referral of an unresolved Stage 2 matter to the relevant health service provider/Hospital Steering Committee.
  - d. Stage 4 – referral of an unresolved Stage 3 dispute to the WA Industrial Relations Commission.
  - e. Nothing shall prevent either party from applying to the WA Industrial Relations Commission at any stage.
- X.10 The System Manager and Federation recognise the WA Ratio Model will include only registered nurses, midwives and enrolled nurses. For the purposes of this clause, enrolled nurse means a person registered under the Health Practitioner Regulations National Law (Western Australia) in nursing and midwifery profession whose name is entered on Division 2 of the registry of nurses kept in that Law as an enrolled nurse.
- X.11 The Employer will ensure the processes for managing nursing and midwifery workloads through implementation of the WA Ratio Model are consistent, transparent and visible to all nurses and midwives at the ward or unit level.
- X.12 The timing of and mechanism for ensuring transparency will be developed to ensure consistency across the WA Health System and taking into account localised needs.
- X.13 The Employer will establish a Steering Committee (or equivalent) for each health service provider and/or hospital as appropriate to ensure transparency and the monitoring of the implementation of ratios. The terms of reference for each Steering Committee will be uniform to facilitate consistency across the WA Health System.



**X. WORKLOAD MANAGEMENT**

- (1) The Employer will provide a safe and healthy work environment and ensure staffing levels are transparent and appropriate for the delivery of high-quality patient care.
- (2) The Employer is committed to addressing workload management issues and taking reasonable steps to ensure employees are allocated sustainable workloads.
- (3) The Employer will take reasonable steps to ensure employees.
  - (a) do not work excessive or unreasonable hours; and
  - (b) can take leave provided for in this Agreement.
- (4) Prior to the implementation of the WA Ratio Model at a ward/unit level, this clause is to be used for the purposes of workload grievances.
- (5) An employee, the Federation or Employer may raise a nursing workload grievance. All grievances will be in writing and can be made on the following grounds:
  - (a) an unreasonable or excessive patient care or nursing task work load is being imposed on the employee other than occasionally and infrequently;
  - (b) to perform nursing duty to a professional standard, an employee is effectively obliged to work unpaid overtime on a regularly recurring basis;
  - (c) the workload requirement effectively denies any reasonably practicable access to the employee's quota of time for professional development, within 12 months of the entitlement arising;
  - (d) within a workplace or roster pattern, no effective consultative mechanism and process is available in respect of the determination of bed closures or patient workload for the available nursing resources in the workplace or roster pattern;
  - (e) a reasonable complaint to the appropriate hospital authority about capacity to observe professional mandatory patient care standards has not been responded to or acted upon within a reasonable time; or
  - (f) a particular member or set of members of a patient care team are being consistently placed under an unreasonable or unfair burden or lack of adequate professional guidance because of the workload or the staffing skill mix of the team.
- (6) With regards to workload grievances raised pursuant to subclause (5)(a) the following will apply:
  - (a) To allow efficient resolution of the workload issue, the Employer will make available a form to raise workload issues.
  - (b) The form must be provided to the relevant line manager (which may include After Hours Manager/Coordinator) with parties to engage and resolve the workload pursuant to subclause (6)(e).
  - (c) In resolving a workload issue, the Employer must:
    - (i) prior to the finalisation of audit findings referred to at clause X.4(b), have reference to the minimum prescribed Nursing Hours per Patient Day (NHPPD) staffing level and the shift staffing profile, and the actual staffing level during the shift which is the subject of the workload issue;

- (ii) explain what strategies have been used and/or will be used to immediately mitigate the workload issue and/or as applicable prevent future workload issues; and
  - (iii) such explanation may be provided verbally within the shift, but will be provided in writing within 24 hours if requested by the employee.
- (d) Nothing in this clause prevents an employee from informally raising a concern about workload issues.
- (e) The dispute resolution procedure below applies to grievances raised pursuant to this subclause and provides an escalation pathway to ensure compliance, appropriate response and action and comprises of the following stages:
  - (i) Stage 1 – matter to be raised with the relevant line manager (which may include After Hours Manager/Coordinator) responsible for ensuring the ratio has been correctly applied, with parties to engage and resolve the concern within the shift.
  - (ii) Stage 2 – referral of an unresolved Stage 1 matter for discussion with the nominated nursing and midwifery executive (Nursing/Midwifery Director or higher depending on the relevant facility structure).
  - (iii) Stage 3 – referral of an unresolved Stage 2 matter to the relevant health service provider/Hospital Steering Committee.
  - (iv) Stage 4 – referral of an unresolved Stage 3 dispute to the WA Industrial Relations Commission.
  - (v) Nothing shall prevent either party from applying to the WA Industrial Relations Commission at any stage.
- (7) A workload grievance raised at clause X.(5)(b) to (f) will be progressed in accordance with Clause 69 – Dispute Resolution Procedure of this Agreement.
- (8) Notwithstanding clause X.(7), nothing shall prevent the parties from applying, when within jurisdiction to the Western Australian industrial Relations Commission, at any time.