

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/153

TITLE: St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2003

I.R.C. NO: IRC3/6008

DATE APPROVED/COMMENCEMENT: 11 May 2004 / 11 November 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all nursing staff employed by St Vincent's Private Hospital Lismore ("the Employer") located at Dalley Street, Lismore, NSW 2480 who fall within the Private Hospitals Industry Nurses' (State) Award, excluding those nursing staff already employed by the Employer under public sector terms and conditions but including nursing staff employed under the Private Hospital Industry Nurses' (State) Award for the purposes of rates of pay but whose conditions of employment are those of the Public Hospital Nurses' (State) Interim Award by agreement.

PARTIES: St Vincents Hospital Lismore -&- the New South Wales Nurses' Association

St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2003

Arrangement

Clause No.	Subject Matter
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1. Title

This Enterprise agreement will be known as and referred to as the St Vincent's Private Hospital Nurses' Enterprise Agreement 2003.

2. Parties

This Enterprise Agreement will be binding on -

- 2.1 St Vincent's Private Hospital Lismore (ABN 15 380 879 043), of Dalley Street, Lismore, New South Wales, 2480 ("The Employer");
- 2.2 New South Wales Nurses' Association (ABN 63 398 164 405) of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("The Association"); and
- 2.3 All nursing staff employed by St Vincent's Private Hospital Lismore, and within the classifications of work contained in the award referred to in paragraph 4.1 of this Enterprise Agreement, excluding those nursing staff already employed by the Employer under public sector terms and conditions but including nursing staff employed under the Private Hospital Industry Nurses (State) Award for the purposes of rates of pay but whose conditions of employment are those of the Public Hospital Nurses' (State) Interim Award by agreement.

3. Duration

- 3.1 This Enterprise Agreement will take effect on the date of its registration, and remain in force for a period of 12 months.
- 3.2 Negotiations on terms and conditions of employment contained within this Enterprise Agreement will commence no earlier than 3 months before the termination date of this Enterprise Agreement.

4. Relationship With Award

This Enterprise Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award. These

- 4.2 Except as provided for in this Enterprise Agreement, the provisions of the Award will continue to apply to nurses employed by St Vincent's Private Hospital Lismore.
- 4.3 Should there be any inconsistency between any term of this Enterprise Agreement and the Award then the terms of this Enterprise Agreement will prevail.

5. Remuneration Packaging

- (i) Full time and permanent part time employees shall be offered remuneration packaging by the employer. The employee shall attract 70 percent of the tax benefit of the remuneration packaging arrangements. No employee shall be compelled to enter into a salary packaging arrangement. Employees may exercise their right to continue to receive their applicable salary.
- (ii) Where the employer offers remuneration packaging to an individual employee, the employer shall allow the employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- (iii) The terms and conditions of the package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Enterprise Agreement and shall be subject to the following provisions:
 - (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws
 - (b) All award and enterprise agreement conditions, shall continue to apply
 - (c) Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Enterprise Agreement salary prior to the application of any remuneration packaging arrangements.
- (iv) A copy of the remuneration packaging agreement shall be made available to the employee
- (v) The employee shall be entitled to inspect details of the payments made under the terms of this agreement
- (vi) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer
- (vii) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilized, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the employer and the employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the employee.
- (viii) In the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax, the employer may terminate all remuneration packaging arrangements and the employee's salary will revert to the applicable rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (ix) One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to salaries.
- (x) In the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xi) Pay increases granted to employees in accordance with this agreement shall also apply to employees subject to remuneration packaging arrangements.

- (xii) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed shall be calculated by reference to the salary which would have applied to the employee in the absence of any remuneration packaging arrangements.

6. Wages and Allowances

- 6.1 Employees who are bound by this Agreement shall be paid the following wage increases, except where an employee's base rate of pay is greater than the base rate payable under this Agreement, or who is in receipt of allowances greater than those payable under this Agreement. In such circumstances, the increase contained within this Agreement shall be absorbed and where applicable the difference paid by the employer to the employee.

Column 1
6%

Column 2
4%

Column 3
5%

- 6.2 The amount of increase specified in Column 1 is payable from the first pay period commencing on or after 10th March 2003, and as reflected in Schedule 1 to this Agreement.
- 6.3 The amount of increase specified in column 2 is payable from the first pay period commencing on or after 8th September 2003, and as reflected in Schedule 1 to this Agreement
- 6.4 The amount of increase specified in Column 3 is payable from the first pay period commencing on or after 12th January 2004, and as reflected in Schedule 1 to this Agreement.
- 6.5 Increases to allowances are to be paid to employees and are as reflected in Schedule 2 to this Agreement.

7. Resolution of Disputes

- 7.1 With a view to an amicable and speedy settlement of all disputes which cannot be resolved between the employees or their representatives and the supervising staff, such dispute shall be referred to the management of the facility who will arrange for the matter to be discussed with the employee concerned and a representative or representatives of the Association.
- 7.2 Failing settlement of the issue at this level the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the employer and two by the Association.
- 7.3 Whilst these procedures are continuing no stoppage of work or any form of ban or limitation of work shall be applied.
- 7.4 The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- 7.5 This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

8. Anti Discrimination

- 8.1 It is the intention of the parties bound by this award to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 8.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 8.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects "any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

SIGNED BY:

(signed on behalf of named Employer)

Date: 2 October 2003

Witness

New South Wales Nurses' Association

Date: 23 September 2003

Witness

SCHEDULE 1 - WAGES

CLASSIFICATION	First Full Pay Period after falling on or immediately 10.3.03	First Full Pay Period after falling on or immediately 8.9.03	First Full Pay Period falling on or immediately after 12.1.04
Assistant in Nursing/Trainee Enrolled Nurse Under 18			
1st Year	412.20	428.70	450.10
2nd Year	430.50	447.70	470.10
Thereafter	447.60	465.50	488.80
Assistant in Nursing/Trainee Enrolled Nurse Over 18			

1st Year	486.30	505.80	531.10
2nd Year	501.90	522.00	548.10
3rd Year	517.60	538.30	565.20
4th Year	533.80	555.20	583.00
Thereafter			
Enrolled Nurse			
1st Year	597.00	620.90	651.90
2nd Year	610.00	634.40	666.10
3rd Year	623.20	648.10	680.50
4th Year	636.30	661.80	694.90
Thereafter	649.70	675.70	709.50
RN general, MR, Psych, Infants, Geriatric, Midwifery			
1st Year	676.80	703.90	739.10
2nd Year	713.70	742.20	779.30
3rd Year	750.50	780.50	819.50
4th Year	789.90	821.50	862.60
5th Year	829.00	862.20	905.30
6th Year	868.20	902.90	948.00
7th Year	912.90	949.40	996.90
8th Year	950.40	988.40	1037.80
Nurse undergoing Pre-Registration training	583.50	606.80	637.10
6CNS	989.30	1028.90	1080.30
7CNC	1216.20	1264.80	1328.00
Nurse Unit Manager			
Level 1	1192.20	1239.90	1301.90
Level 2	1249.00	1299.00	1364.00
Level 3	1282.40	1333.70	1400.40
Clinical Nurse	989.30	1028.90	1080.30
Educator			

CLASSIFICATION	First Full Pay Period after falling on or immediately 10.3.03	First Full Pay Period after falling on or immediately 8.9.03	First Full Pay Period falling on or immediately after 12.1.04
Nurse Educator			
1st Year	1097.30	1141.20	1198.30
2nd Year	1128.20	1173.30	1232.00
3rd Year	1155.90	1202.10	1262.20
4th Year	1216.20	1264.80	1328.00
Senior Nurse Educator			
1st Year	1245.60	1295.40	1360.20
2nd Year	1271.20	1322.00	1388.10
3rd Year	1313.80	1366.40	1434.70
Assistant Director of Nursing - 100 beds and over	1282.40	1333.70	1400.40
Deputy Director of Nursing			
Less than 100 beds	1249.00	1299.00	1364.00

100 beds, less than 200 beds	1282.40	1333.70	1400.40
200 beds, less than 250 beds	1313.80	1366.40	1434.70
250 beds, less than 350 beds	1362.80	1417.30	1488.20
350 beds, less than 450 beds	1411.60	1468.10	1541.50
450 beds, less than 750 beds	1463.90	1522.50	1598.60
750 beds and over	1520.70	1581.50	1660.60
Director of Nursing			
Less than 25 beds	1287.10	1338.60	1405.50
25 beds, less than 50 beds	1362.70	1417.20	1488.10
50 beds, less than 75 beds	1392.30	1448.00	1520.40
75 beds, less than 100 beds	1421.20	1478.00	1551.90
100 beds, less than 150 beds	1462.10	1520.60	1596.60
150 beds less than 200 beds	1510.80	1571.20	1649.80
200 beds, less than 250 beds	1559.90	1622.30	1703.40
250 beds, less than 350 beds	1618.50	1683.20	1767.40
350 beds, less than 450 beds	1716.10	1784.70	1873.90
450 beds, less than 750 beds	1815.70	1888.30	1982.70
750 beds and over	1929.60	2006.80	2107.10

SCHEDULE 2 - ALLOWANCES

ALLOWANCE DESCRIPTION	First full pay period on or after 10.3.03	First full pay period on or after 8.9.03	First full pay period on or after 12.1.04
1. In charge home, hospital/nursing day, evening or night shift - Clause13(i)(a)	16.54	20.12	21.13
2. In charge ward/unit in absence of Nurse Unit Manager - Clause 13(i)(b)	16.54	20.12	21.13
3. In charge ward/unit and hospital - Clause13(v)(b)	24.78	30.21	31.72
4. On call - Clause 13(ii)(a)	14.86	2.15 per hour, minimum 17.20 per shift	2.31 per hour, minimum 18.48 per shift
5. On call on days off - Clause 13(ii)(b)	29.36	4.24 per hour, minimum 33.92 per shift	4.63 per hour, minimum 37.04 per shift
6. On call during meal break - Clause13(ii)(c)	8.33	8.66	9.10
7. Radiographic allowance - DON Clause 13(iii)(a)	23.61	24.55	25.78
8. Radiographic allowance in	4.81	5.00	5.26

absence of DON Clause 13(iii)(c)			
9. Lead Apron Allowance - Clause13(iv)	1.18	1.22	1.28
10. Meal Allowance Overtime - Clause19(vii)	13.71	13.71	
11. Uniform and laundry allowances			
Uniform - Cl 17(iii)(a)	5.02	5.02	5.02
Shoes - Cl 17(iii)(a)	1.55	1.55	1.55
Cardigan or jacket - Cl 17(iii)(c)	1.51	1.51	1.51
Stockings - Cl 17(iii)(b)	2.60	2.60	2.60
Socks - Cl 17(vi)	0.51	0.51	0.51
Laundry - Cl 17(iv)	4.18	4.18	4.18
12. Staff Amenities			
Breakfast - Cl 29(b)	2.80		
Other meals - Cl 29(b)	5.08		