

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/214

TITLE: St Vincent's Private Hospital Nurses' Enterprise Agreement 2005

I.R.C. NO: IRC5/2761

DATE APPROVED/COMMENCEMENT: 7 June 2005 / 7 June 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/129.

GAZETTAL REFERENCE: 26 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by St Vincent's Private Hospital Darlinghurst, located at 406, Victoria Street, Darlinghurst NSW 2010, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

PARTIES: St Vincent's Hospital -&- the New South Wales Nurses' Association

ST VINCENT'S PRIVATE HOSPITAL NURSES' ENTERPRISE AGREEMENT 2005

PART A

1. Title

This enterprise agreement will be known as and referred to as the St Vincent's Private Hospital Nurses' Enterprise Agreement 2005 ("the agreement").

2. Parties

This agreement will be binding on -

- i) St Vincent's Private Hospital, Victoria Street, Darlinghurst ("the employer");
- ii) New South Wales Nurses' Association of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("the Association"); and
- iii) All nursing staff employed by the employer at St Vincent's Private Hospital Darlinghurst and within the classifications of work contained in the Private Hospital Nurses' (State) Award ("the employees").

3. Duration

- i) This Enterprise Agreement will take effect on the date of approval by the Industrial Relations Commission of New South Wales and will remain in force for a period of two years.
- ii) Negotiations on terms and conditions of employment contained within this Enterprise Agreement will commence 3 months before the termination date of this Enterprise Agreement.

4. Relationship to Award

- i) This Enterprise Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award ("the Award").
- ii) Except as provided for in this agreement, the provisions of the award will continue to apply to employees employed by the employer.
- iii) Should there be any inconsistency between any term of this Enterprise Agreement and the Award then the terms of this Agreement will prevail.
- iv) All clauses of the Private Hospital Industry Nurses' (State) Award will apply except for:
 - (a) Clause 9 Salaries
 - (b) Clause 13 Special Allowances
 - (c) Clause 3 Definitions

5. Definitions

A. Clinical Nurse Consultant

- (1) "Clinical Nurse Consultant Grade 1" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 5 years full time equivalent post registration experience and in addition has approved post registration nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the employer.

- (2) "Clinical Nurse Consultant Grade 2" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the Hospital. The employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.
- (3) "Clinical Nurse Consultant Grade 3" means a registered nurse appointed as such to a position approved by the Hospital, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the Hospital. The employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

B. Enrolled Nurse - Special Grade

"Enrolled Nurse - Special Grade" means an enrolled nurse with an Advanced Certificate qualification and a minimum of three years equivalent post enrolment experience. Such a nurse is appointed to a position established by the Hospital which satisfies the criteria as agreed between the Association and the Hospital from time to time.

C. Clinical Nurse Specialists

- (1) "Clinical Nurse Specialist Grade 1" means a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.
- (2) "Clinical Nurse Specialist Grade 2" means a registered nurse appointed as such who has been appointed as a Clinical Nurse Specialist Grade 1, and who has relevant post-basic qualifications and 2 years experience working in the clinical area of his/her specified post-basic qualification, or a minimum of five years' post-basic registration experience, including four years' experience in the relevant specialist field and who satisfies the local criteria.
- (3) "Clinical Nurse Specialist Grade 3" means a registered nurse appointed as such who has been appointed as a Clinical nurse Specialist Grade 2, and who is working towards a relevant Masters Degree or who acts as a clinical mentor in the development of the unit's nursing staff, and routinely and competently practises at an advanced level and demonstrates improved patient outcomes.

D. All other definitions not referred to herein shall be in accordance with Clause 3. Definitions of the Award.

6. Salaries

- (i) The minimum salaries per week shall be as set out in Table 1- Salaries, of Part B, Monetary Rates.
- (ii) In relation to the salaries of Deputy Director of Nursing and Director of Nursing, "beds" means adjusted daily average of occupied beds; in relation to the salary of Subsidiary Hospital Director of Nursing, "beds" means adjusted daily average of occupied beds in the subsidiary hospital.
- (iii) The salaries set out in Table 1 - Salaries, of Part B, Monetary Rates reflect the following salary increases above the rates prescribed by the Private Hospital Industry (State) Award:
 - (a) 3.5% from the beginning of the first pay period on or after 1 July 2003*;

- (b) 2.5% from the beginning of the first pay period on or after 1 December 2003*;
- (c) 2% from the beginning of the first pay period on or after 30 November 2004*
- (d) From the date of signing this Agreement, salaries will be further increased by 1.5% from the beginning of the first pay period on or after 30 November 2004*, provided that the total weekly rates will be made up of base salary plus a "Darlinghurst Allowance" which will be 2.5% of the total weekly rate.
- (iv) Employees employed by the Hospital on or before the date of signing this Agreement shall be paid the total salaries set out in Columns 6 and 7 of Table 1 of part B as prescribed by (iii) (d) above. Such allowance shall continue to be paid whilst the employee remains employed by the Hospital, and will be paid for all purposes, unless the employees salary is progressed under the Accelerated Progression Program set out in Clause 7.
- (v) Employees employed subsequent to the signing of this Agreement will be paid the weekly rates set out in Column 6 of Table 1 of Part B, and shall not be paid the Darlinghurst Allowance set out in Column 7 of Table 1 of Part B.
- (vi) Provided that, for the duration of the Agreement, all employees covered by this Agreement shall not be paid less than the rates of pay prescribed by the Private Hospital Industry Nurses (State) Award for their classification.

*Note: The Parties have agreed that the salary increases in sub-clause 6(iii) (a) (b) (c) and (d) have been applied by administrative action.

7. Accelerated Progression Program

- (i) During the life of this Agreement, the parties are committed to implementing an Accelerated Progression Program that is intended to:
 - Be an employee driven reward and recognition program for demonstrated competency
 - Provide self paced learning and improved skill development
 - Provide individual autonomy over career and remuneration
 - Promote recruitment and retention
 - Promote clinical excellence and best practice
- (ii) Provided that employees who are paid the Darlinghurst Allowance in accordance with Clause 6(iv) of this Agreement, and have their salaries progressed under this Clause, will cease to have the Darlinghurst Allowance paid for all purposes of the Agreement. In lieu thereof, such employees will continue to be paid the Darlinghurst Allowance, but such allowance will be paid as a flat weekly amount.

8. Parental Leave

- (A) Parental Leave consists of:
 - i) Maternity leave taken by a female employee in connection with her pregnancy or birth of her child; or
 - ii) Paternity leave taken by an employee in connection with his spouse's pregnancy or the birth of his child; or
 - iii) Adoption leave taken by an employee in connection with adoption of a child.

(B) Eligibility for Parental Leave

- (i) Full Time Employees - To be eligible for paid parental leave, a full time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (ii) Part-Time Employees - To be eligible for paid parental leave a part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (iii) Regular Casual Employees - a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 12 months of continuous service with the Hospital.

(C) Eligibility for a further period of Parental Leave

An employee (including casuals) who has once met the conditions for paid parental leave will not be required to meet again the eligibility requirements of sub-clause (B) of this clause in order to qualify for a further period of paid parental leave, unless;

there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her/his services have been otherwise dispensed with; or

the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, parental leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(D) Portability of service for parental leave

Portability of service for parental leave involves the recognition of service with the Hospital for the purpose of determining an employee's eligibility to receive paid parental leave. For example, where an employee moves between facilities owned by the Hospital, previous continuous service will be counted towards the service prerequisite for parental leave.

(E) Maternity Leave

Eligible employees are entitled to paid parental leave as follows:

- (i) Paid Maternity Leave - an employee is entitled to nine weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to nine weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis;

in advance in a lump sum;

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(iii) Applications for Maternity Leave -

An employee who intends to proceed on maternity leave should formally notify the Hospital of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(iv) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(v) Stillbirth -

In the case of a stillbirth (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(vi) Effect of premature birth on payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave will be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(vii) Illness associated with pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness is on sick leave, or on recreation leave, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(viii) Transfer to a more suitable position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Hospital is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(ix) Further pregnancy while on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

(F) Paternity Leave -

Eligible employees are entitled to paid paternity leave as follows:

- (i) Paid Paternity Leave - an employee is entitled to an unbroken period of up to one week of paid paternity leave at the time of the birth of the child.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Paternity Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth to be the primary care-giver of the child.

- (iii) Applications - an employee who intends to proceed on paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with his absence can be made.

Written notice not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(G) Adoption Leave -

- (i) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of nine weeks at the ordinary rate of pay to be taken within 12 months of the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis;

in advance in a lump sum;

at the rate of half pay over a period of eighteen weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

- (ii) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- (iii) Applications -

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Hospital as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(H) General Conditions

(i) Variation after Commencement of Maternity Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of 4 weeks notice must be given, although the employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from section 64 of the *Industrial Relations Act 1996*.

(ii) Staffing Provisions -

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee has the right to vary the period of their parental leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(iii) Effect of Parental Leave on Accrual of Leave, Increments etc. -

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of parental leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of employees who have completed ten years' service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay will count as service provided such leave does not exceed six months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid parental leave, payment is at the rate of parental leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(iv) Right to Return to Previous Position -

An employee returning from parental leave has the right to resume his/her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of his/her former position and for which the employee is capable or qualified.

(v) Return for Less than Full Time Hours -

Employees may make application to their employer to return to duty for less than the full time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

The period is to be limited to 12 months after which full time duties must be resumed unless otherwise negotiated between the Hospital and employee.

The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.

The quantum of leave without pay to be granted to individual employees is to be by mutual agreement with the Hospital.

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent, and credited accordingly.

It should be noted that employees who return from maternity leave under this arrangement remain full-time employees. Therefore the payment of any part-time allowance to such employees does not arise.

(vi) Liability for Superannuation Contributions -

During a period of unpaid parental leave, the employee will not be required to meet the employer's superannuation liability.

(I) Lactation Provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The employer will provide access to suitable facilities for such purpose, in accordance with the Hospital's policy.

9. Special Leave

- (i) Paid leave shall be available to employees for special purposes that require them to be absent from duty.
- (ii) Special purposes can include, but shall not be limited to the following; attendance at graduation ceremonies, care for family or friends when Personal Carer's Leave does not apply.
- (iii) A request from an employee to access Special Leave shall not be unreasonably withheld.
- (iv) An employee may have up to 3 days Special Leave a year (or 24 working hours where employees are working other than 8 hour shifts). For the purposes of this clause, the year shall commence from the date of operation of this Agreement; or for future employees their starting date of employment.
- (v) As far as practicable and where possible Special Leave shall be applied for one (1) week in advance. This notice period can be waived in exceptional circumstances.
- (vi) Part-time employees shall be entitled to Special Leave on a pro rata basis.
- (vii) An employee may request Special Leave to be taken during any other period of leave.
- (viii) Special leave is in addition to any other leave prescribed by this Agreement.
- (ix) In the event that request for Special Leave is withheld the employee has the right to invoke the provision of the Grievance Clause in the parent award.

10. Jury Service

An employee required to attend jury service during the employee's ordinary working hours will be reimbursed by the Hospital an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of salary the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

11. Nurses' Association (NSW) Branch Representatives

- (i) The Branch representatives shall be allowed to approach or be approached by a member of the Association to discuss any matter related to the member's employment, at any time during working hours, taking into account patient care.

- (ii) Branch representatives shall also be granted reasonable time during working hours to:
 - a) consult with union members and with officials of the Association;
 - b) represent the interests of Association members to the employer; and
 - c) participate in the affairs of the Association.
- (iii) The Branch representatives will be entitled to confer with management during working hours, without loss of pay, on any matter affecting members of the Association employed by the employer.
- (iv) The employer shall recognise Branch representatives at the workplace, and undertakes to permit such Branch representatives to perform their role without discrimination and victimisation in their employment.
- (v) The employer will consult with Branch representatives prior to introducing any significant change which will impact on nursing employees.
- (vi) The employer will allow Branch representatives to address new employees about the benefits of union membership during the Hospital orientation process. An Association membership form will be provided to each new nursing employee upon commencing employment with the employer.
- (vii) The employer will allow Branch representatives reasonable access to the use of hospital facilities for the purpose of carrying out work as a Branch representative and consulting with workplace colleagues and the Association.
- (viii) The employer shall provide a notice board in a prominent location in the workplace on which Branch officials and accredited delegates may place notices relevant to Association activities.
- (ix) In addition to any entitlement to paid leave, the employer will give Branch representatives trade union paid leave of up to 5 days per annum per employee to attend the Association's Branch Officials Training program, and the Association Annual Conference.
- (x) The employer will allow reasonable time subject to mutual agreement for Branch representatives to attend the Association's Committee of Delegates and/or Council.
- (xi) The Branch representatives shall be entitled to facilitate up to four paid union meetings per year to discuss issues with nursing employees.

12. Special Allowances

- (i)
 - (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 will be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 - Allowances, of Part B Monetary Rates, per shift.
 - (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager will be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 2 of Table 2, per shift. This subclause will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.
 - (c) This subclause will not apply to registered nurses holding classified positions of a higher grade than that of a registered nurse.

(ii)

- (a) An employee required by the employer to be on call otherwise than as provided for in paragraph (b) will be paid the sum set out in Item 3 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (b) An employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 4 of the Award will be paid the sum set out in Item 4 of Table 2 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
- (c) An employee who is directed to remain on call during a meal break will be paid the sum set out in Item 5 of Table 2 provided that no allowance will be paid if, during a period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.
- (d) Where an employee on remote call leaves the hospital and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable will be the transport rate prescribed from time to time by the NSW Health Department. The provisions of this paragraph will apply to all employees.
- (e) This subclause will not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

(iii)

- (a) Where a Director of Nursing is required by the Hospital to perform radiographic duties they will be paid in addition to his or her appropriate salary an allowance of the sum set out in Item 6 of Table 2 per week.
- (b) The allowance prescribed by paragraph (a) of this subclause will apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week will be paid in addition to his or her appropriate salary a daily allowance of the sum set out in Item 7 of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph will not exceed the sum set out in Item 8 of Table 2.
- (d) The allowance prescribed by this subclause will be regarded as part of the salary for the purpose of this Agreement.
- (e) Provided that the allowances provided for in this subclause will only be paid to employees who had been in receipt of the allowance prior to 1 July 1996.
- (iv) An employee required to wear a lead apron will be paid an allowance of the sum set out in Item 9 of Table 2 for each hour or part thereof that they are required to wear the said apron.

(v)

- (a) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty during the day and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift will be paid an allowance per shift of the sum set out in Item 10 of Table 2. This subclause will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question.

- (b) This subclause will not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.
- (vi) Provided that, if during the life of this Agreement, the allowances prescribed by this clause fall behind the rates prescribed by the Private Hospital Industry Nurses (State), the parties agree to commence discussions in respect of the allowances prescribed by this clause.

13. Parking

- a) Employees on night shift will be provided, free of charge, appropriate car parking facilities.
- b) The employer will ensure that there are sufficient parking allocations for nursing staff employed at the Hospital.
- c) Where employees are required to pay for parking, the sum set in Item 11, of Table 2 of Part B will apply.
- d) Employees will be permitted to pay for parking by salary sacrifice.

14. Remuneration Packaging

- (i) The Hospital will have a voluntary system of remuneration packaging for all employees, and casual employees who work on average a minimum of 14 hours per week. "Remuneration" is salary plus benefit/s. "Benefit/s" are non-cash financial advantage/s to an employee or a payment made by the Hospital to a third party on behalf of an employee.
- (ii) Benefits available to be packaged are:
 - work based child care
 - mortgage/rent
 - energy services (electricity, gas, water, telephone)
 - insurances (health, life, home, home contents)
 - university fees (HECS)
- (iii) The value of benefit/s packaged (excluding work based child care) must not exceed a maximum of \$17,000.00 gross or \$8755 per annum of an employee's salary.
- (iv) The employer and an employee must enter into a written remuneration packaging agreement setting out the conditions of any remuneration package including notice to be given of any changes.
- (v) A copy of the remuneration packaging agreement will be given to the employee.
- (vi) An agreement will end immediately if:
 - the monetary value of the benefit/s becomes greater than the salary which would be payable if the employee had not taken benefits in lieu of salary; or
 - the employer ceases to attract exemption from payment of Fringe Benefits Tax; or
 - the employee ceases to be employed by the employer.
- (vii) Any pay increases granted to employees under the award shall also apply to employees subject to remuneration packaging arrangements within this clause.

- (viii) Any payment, other than for leave taken in service, payable to an employee or to a superannuation fund on an employee's behalf by the employer, during or at the end of their employment, will be calculated by referring to the salary which would have been payable if the employee had not taken benefits in lieu of salary.

15. Learning and Development

- (i) Managers and supervisors are responsible for promoting and supporting learning activities for employees in their area of responsibility.
- (ii) Professional development shall be identified on an annual basis through the employees' annual performance appraisal.
- (iii) Leave for learning or development will be negotiated between the employee and the employer, based on the requirements of the course and the needs of the employer.
- (iv) Study leave for the purposes of learning and development will be negotiated between the employer and the employees.
- (v) When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate of pay for the time spent in training.

16. Deferred Salary Scheme

Employees will have access to the 4/5 pay option, whereby they work for four years at 80% pay and then take one year off at 80% pay in accordance with the following:

- (i) By written agreement between the employer and the employee, an employee will be paid at 80% of the base rate under this enterprise agreement, over a 5 year period.
- (ii) All overtime, weekend shift penalties, and wage related allowances will be calculated on 100% of the base rate of pay.
- (iii) The employer will take into consideration factors such as operational requirements when putting this arrangement in place.
- (iv) The fifth year will then be taken as leave with pay with the accrued salary annualised over the year. The fifth year will be treated as continuous service.
- (v) An employee may withdraw from this arrangement in writing. The employee will then receive a lump sum equal to the accrued credit, paid within 1 month from the time the employee withdraws from the arrangement.
- (vi) In the event that the employee ceases to be employed by the employer this arrangement will cease to apply as at the date of termination and leave entitlements due on termination will be paid at the rates in accordance with this Agreement.
- (vii) An employee who terminates their employment or is terminated by the employer prior to completion of the 4th year will be paid the accrued credit in their final payment.
- (viii) Any paid leave taken during the first four years of the arrangement will be paid at 80% of the employee's normal salary.
- (ix) Upon a written request, the employer will provide a service to the employee to investigate the impact of the arrangement on their superannuation and taxation.
- (x) Any dispute arising for the operation of this clause will be referred to a disputes committee in accordance with Clause 42 of the Award.

17. Sabbatical Leave

- (i) An employee who has had at least 5 years continuous service with the employer is entitled to take 3 months leave without pay at any time agreed between the employer and the employee.
- (ii) An employee who has had at least 10 years continuous service with the employer is entitled to take 6 months leave without pay at any time agreed between the employer and the employee, if they have not taken any other leave without pay under sub-clause (i) of this clause. If they have taken leave under sub-clause (i) of this Clause they are entitled to take an additional 3 months leave without pay at any time agreed between the employer and the employee.
- (iii) During the period of Sabbatical Leave, the employee will not be required to meet the employer's superannuation liability.

18. Associates

- (i) Employees who are recognised as Associates by the Hospital will be entitled to up to 6 days a year relief from their normal duties, with a maximum of two Associates per nursing unit, to meet the requirements of their portfolios.
- (ii) Access to this entitlement is contingent upon Associates meeting the performance outcomes of their portfolios.

19. Model of Care

- (i) A project has been set up to develop a new model of patient care which may include the classifications of Enrolled Nurses and/or Enrolled Nurses - Special Grade and any other classifications which may assist nurses in performing their professional duties.
- (ii) The employer may introduce a new model of care during the life of this Agreement.
- (iii) The employer will consult with the Association Branch representatives prior to introducing any significant change which will impact on employment levels or clinical skill mix.
- (iv) Where a new model of patient care is introduced, it will be done in collaboration with the Association and Branch representatives.
- (v) If a new model of care is introduced, a working party will be established, the composition to be agreed between the Association and the employer, to review position descriptions.
- (vi) The terms of any new model of care will be outlined in a Memorandum of Understanding between the employer and the Association.
- (viii) The introduction of a new model of care will not displace existing registered nurses and will not compromise patient services.

20. Copy of Agreement

- (i) A copy of this Agreement will be given to each nursing employee covered by this Agreement.
- (ii) A copy of this Agreement will also be provided to all new employees upon induction.
- (iii) A copy of the Award will be given to employees upon request.
- (iv) A copy of the Award and the Agreement will be displayed where it can be easily read by all employees.

21. Exemption

Casual staff who are employed through the SV&MHS Agency Agreements and/or the SV&MHS casual pool shall be excluded from this Agreement.

23. Leave Reserved

- (i)
 - (a) If during the life of this agreement the salaries and/or conditions prescribed by the Public Hospital Nurses' (State) Award are varied, either party may request that discussions commence in respect of such variation being included in this Agreement.
 - (b) Any discussions commenced under sub-clause (a) shall not be taken to mean that there will be any automatic flow on of any variation to the Public Hospital Nurses Award, immediately or otherwise.
 - (c) Should the parties fail to reach agreement on any matter raised pursuant to this clause the Dispute Settlement procedure will be followed.
- (ii) If during the life of this agreement either party considers the implementation of Clause 9 Special Leave requires review, discussion will take place with a view to making any necessary changes to the clause.
- (iii) During the life of this agreement either party may request that discussions commence in relation to an exemptions clause in respect of staff remunerated at more than the rates of pay in this Agreement.

SIGNED for and on behalf of
ST VINCENT'S PRIVATE HOSPITAL by

in the presence of

Witness: _____

Date: 27/5/2005

SIGNED for and on behalf of
NEW SOUTH WALES NURSES' ASSOCIATION by

General Secretary

in the presence of

Witness: _____

Date: 10/5/2005

PART B

MONETARY RATES

TABLE 1 - SALARIES

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Increase	Current	3.5%	2.5%	2%	1.5%	2.5% Allow
Date	1.04.03	01.07.03	01.12.03	30.11.04	30/11/04 (on signing)	30.11.04
Assistant In Nursing Under 18 Yr 1	\$435.20	\$450.40	\$461.70	\$470.90	\$466.30	\$11.70
Year 2	\$454.60	\$470.50	\$482.30	\$491.90	\$487.10	\$12.20
Thereafter	\$472.70	\$489.20	\$501.40	\$511.40	\$506.40	\$12.70
18 & Over, Yr1	\$513.40	\$531.40	\$544.70	\$555.60	\$550.10	\$13.80
Year 2	\$530.00	\$548.60	\$562.30	\$573.50	\$567.90	\$14.20
Year 3	\$546.60	\$565.70	\$579.80	\$591.40	\$585.70	\$14.60
Thereafter	\$563.60	\$583.30	\$597.90	\$609.90	\$603.90	\$15.10
Enrolled Nurse Yr 1	\$630.40	\$652.50	\$668.80	\$682.20	\$675.50	\$16.90
Year 2	\$644.20	\$666.70	\$683.40	\$697.10	\$690.30	\$17.30
Year 3	\$658.10	\$681.10	\$698.10	\$712.10	\$705.20	\$17.60
Year 4	\$671.90	\$695.40	\$712.80	\$727.10	\$720.00	\$18.00
Thereafter	\$680.60	\$704.40	\$722.00	\$736.40	\$729.20	\$18.20
Special Grade	\$707.50	\$732.30	\$750.60	\$765.60	\$758.10	\$19.00
Nurse - Pre-reg.	\$616.20	\$637.80	\$653.70	\$666.80	\$660.30	\$16.50
Registered Nurse Yr 1	\$714.70	\$739.70	\$758.20	\$773.40	\$765.90	\$19.10
Year 2	\$753.60	\$780.00	\$799.50	\$815.50	\$807.50	\$20.20
Year 3	\$792.50	\$820.20	\$840.70	\$857.50	\$849.20	\$21.20
Year 4	\$834.10	\$863.30	\$884.90	\$902.60	\$893.80	\$22.30
Year 5	\$875.50	\$906.10	\$928.80	\$947.40	\$938.10	\$23.50
Year 6	\$916.90	\$949.00	\$972.70	\$992.20	\$982.50	\$24.60
Year 7	\$963.90	\$997.60	\$1,022.50	\$1,043.00	\$1,032.80	\$25.80
Year 8	\$1,003.70	\$1,038.80	\$1,064.80	\$1,086.10	\$1,075.50	\$26.90
Clinical Nurse Specialist 1	\$1,044.70	\$1,081.30	\$1,108.30	\$1,130.50	\$1,119.50	\$28.00
CNS 2				\$1,176.10	\$1,164.60	\$29.10
CNS 3				\$1,246.20	\$1,234.00	\$30.90
Clinical Nurse Educator	\$1,044.70	\$1,081.30	\$1,108.30	\$1,130.50	\$1,119.50	\$28.00
Nurse Educator Yr 1	\$1,158.70	\$1,199.30	\$1,229.30	\$1,253.90	\$1,241.70	\$31.00
YR2	\$1,191.20	\$1,232.90	\$1,263.70	\$1,289.00	\$1,276.40	\$31.90
YR3	\$1,220.70	\$1,263.40	\$1,295.00	\$1,320.90	\$1,308.00	\$32.70
YR4	\$1,284.40	\$1,329.40	\$1,362.60	\$1,389.90	\$1,376.30	\$34.40
Clinical Nurse Consultant Grade 1 Yr 1	\$1,255.50	\$1,299.40	\$1,331.90	\$1,358.50	\$1,345.30	\$33.60
Grade 1 Yr 2	\$1,281.20	\$1,326.00	\$1,359.20	\$1,386.40	\$1,372.90	\$34.30
Grade 2 Yr 1	\$1,306.60	\$1,352.30	\$1,386.10	\$1,413.80	\$1,400.00	\$35.00
Grade 2 Yr 2	\$1,332.30	\$1,378.90	\$1,413.40	\$1,441.70	\$1,427.60	\$35.70
Grade 3 Yr 1	\$1,383.60	\$1,432.00	\$1,467.80	\$1,497.20	\$1,482.60	\$37.10
Grade 3 Yr 2	\$1,409.30	\$1,458.60	\$1,495.10	\$1,525.00	\$1,510.10	\$37.80
NUM Level I	\$1,258.90	\$1,303.00	\$1,335.60	\$1,362.30	\$1,349.00	\$33.70
NUM Level 2	\$1,318.90	\$1,365.10	\$1,399.20	\$1,427.20	\$1,413.30	\$35.30
NUM Level 3	\$1,354.20	\$1,401.60	\$1,436.60	\$1,465.30	\$1,451.00	\$36.30

Senior Nurse Educator Yr1	\$1,315.30	\$1,361.30	\$1,395.30	\$1,423.20	\$1,409.30	\$35.20
Year 2	\$1,342.40	\$1,389.40	\$1,424.10	\$1,452.60	\$1,438.40	\$36.00
Year 3	\$1,387.30	\$1,435.90	\$1,471.80	\$1,501.20	\$1,486.50	\$37.20
Assistant DON 100 Beds & Over	\$1,354.20	\$1,401.60	\$1,436.60	\$1,465.30	\$1,451.00	\$36.30
Deputy DON						
200 less than 250	\$1,387.30	\$1,435.90	\$1,471.80	\$1,501.20	\$1,486.50	\$37.20
250 less than 350	\$1,439.00	\$1,489.40	\$1,526.60	\$1,557.10	\$1,542.00	\$38.50
DON						
200 less than 250	\$1,647.1	\$1,704.70	\$1,747.30	\$1,782.20	\$1,764.80	\$44.10
250 less than 350	\$1,709.1	\$1,768.90	\$1,813.10	\$1,849.40	\$1,831.30	\$45.80

TABLE 2

OTHER RATES AND ALLOWANCES

Item	Clause	Allowance	Current	FFPP on or after 30/11/04
1	12(i)(a)	In charge hospital day, evening or night shift	\$26.22	\$27.14
2	12(i)(b)	In charge ward/unit in absence of NUM	\$26.22	\$27.14
3	12(ii)(a)	On Call	\$23.34	\$24.16
4	12(ii)(b)	On Call - Rostered off	\$46.73	\$48.37
5	12(ii)(c)	On Call during meal break	\$13.06	\$13.52
6	12(iii)(a)	Radiographic allowance: DON	\$24.26	\$25.11
7	12(iii)(c)	Radiographic allowance: employee in absence of DON	\$4.94	\$5.11
8	12(iii)(c)	Radiographic allowance: employee in absence of DON - maximum	\$24.26	\$25.11
9	12(iv)	Lead apron allowance	\$1.21	\$1.25
10	12(v)(a)	In charge ward/unit & hospital	\$39.23	\$40.60
11	13(c)	Parking	\$3.00 per day	\$5.00 per day