

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/335

TITLE: Mayne Health Diagnostic Imaging Nurses' Enterprise Agreement 2005

I.R.C. NO: IRC5/5945

DATE APPROVED/COMMENCEMENT: 29 November 2005 / 31 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/199.

GAZETTAL REFERENCE: 30 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nursing staff employed by Mayne Group Limited in NSW trading as Mayne Health Diagnostic Imaging located at 60 Waterloo Rd, North Ryde NSW 2113, who fall within the coverage of the Private Industry Nurses' (State) Award.

PARTIES: Mayne Group Limited trading as Mayne Health Diagnostic Services -&- the New South Wales Nurses' Association

MAYNE HEALTH DIAGNOSTIC IMAGING NURSES' ENTERPRISE AGREEMENT 2005

ARRANGEMENT

Clause No. Subject Matter

1	Agreement Title
11	Annual Leave Loading
17	Anti-Discrimination
8	Compassionate Leave
14	Consultative Committee
20	Copy of Agreement
5	Definitions
3	Duration
7	Expenses and Allowances
18	Grievance and Dispute Procedures
19	Jury Duty
21	Leave Reserved
10	Leave without Pay
23	No Extra Claims
16	NSWNA Workplace Representatives and Trade Union Leave
12	Parental Leave
2	Parties to the Agreement
13	Professional Development and Study Leave
21	Redundancy Provisions
4	Relationship with Award
6	Salaries
9	Sick/Carer Leave
22	Superannuation
15	Uniforms
Table 1	Monetary Rates – Salaries
Table 2	Allowances and Expenses

1. AGREEMENT TITLE

This Agreement shall be known and referred to as the Mayne Health Diagnostic Imaging Nurses' Enterprise Agreement 2005 ("**the agreement**").

2. PARTIES TO THE AGREEMENT

This agreement will be binding on –

- (i) Mayne Group Ltd. (ABN 56 004 073 410), trading as Mayne Health Diagnostic Imaging ("**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 Mayne Health Diagnostic Imaging practices in New South Wales ("**the employees**").

3. DURATION

- (i) The agreement will take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales and will remain in force until 31 December 2007.
- (ii) Negotiations on terms and conditions of employment contained within the agreement will commence no earlier than 3 months before the termination date of the agreement.

4. RELATIONSHIP WITH AWARD

- (i) The agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award.
- (ii) Except as provided for in the agreement, the provisions of the award will continue to apply to nurses employed by the employer.
- (iii) Should there be any inconsistency between any term of the agreement and the award then the terms of the agreement will prevail.

5. DEFINITIONS

"**Act**" means the New South Wales *Industrial Relations Act* 1996.

"**Association**" means the New South Wales Nurses' Association.

"**Award**" means the Private Hospital Industry Nurses' (State) Award.

"**Employer**" means Mayne Group Ltd. (ABN 56 004 073 410), trading as Mayne Health Diagnostic Imaging.

"**Enrolled Nurse – Special Grade**" means an enrolled nurse, with an Advanced Certificate qualification and a minimum of three years full time equivalent post enrolment experience, including experience in the relevant clinical area. Such a nurse is appointed to a position established by the employer which satisfies the criteria as agreed between the Association and the employer from time to time.

Any enrolled nurse who has completed the approved employer venipuncture course shall be employed as Enrolled Nurse – Special Grade and be paid the rates applicable to this classification.

“Clinical Nurse Specialist” 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.

“Nursing Unit Manager” means a registered nurse in charge of a practice and whose responsibilities include:

- (a) Co-ordination of Patient Services
 - Liaison with all health care disciplines for the provision of services to meet patient needs.
 - The orchestration of services to meet patient needs after discharge.
- (b) Practice Management
 - Implementation of practice policy.
 - Dissemination of information to all personnel.
 - Ensuring environmental safety.
 - Monitoring the use and maintenance of equipment.
 - Monitoring the supply and use of stock and supplies.
 - Monitoring cleaning services.
- (c) Nursing Staff Management
 - Direction, co-ordination and supervision of nursing activities.
 - Training, appraisal and counselling of nursing staff.
 - Rostering and/or allocation of nursing staff.
 - Development and/or implementation of new nursing practice according to patient need.

“NSWIRC” means the New South Wales Industrial Relations Commission.

“Practice” means any premises that Mayne Diagnostic Imaging is conducting business.

6. SALARIES

The minimum salaries per week shall be as set out in Table 1: Monetary Rates – Salaries.

7. EXPENSES AND ALLOWANCES

- (i) A registered nurse in charge of a shift during the day, evening or night in the absence of the Nursing Unit manager shall be paid, in addition to his/her appropriate salary whilst so in charge the sum set out in Item 1 of Table 2 of this agreement, per shift.
- (ii) An employee required by the employer to be on call otherwise than as provided for in subclause (iii) shall be paid the sum set out in Item 2 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.
- (iii) An employee required to be on call on rostered days off or on a day preceding rostered days off shall 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.
- (iv) An employee who is directed to remain on call during a meal break shall be paid the sum as set out in Item 4 of Table 2. If the employee is recalled to duty during such meal break, they shall also be paid at overtime rates for the total period of the meal break.
- (v) An employee required to wear a lead apron shall be paid an allowance of the sum as set out in Item 5 of Table 2 for each hour or part thereof that they are required to wear the said apron.
- (vi) In lieu of supplying shoes to an employee, the employer shall pay the said employee the sum set out in Item 6 of Table 2 per week.
- (vii) In lieu of supplying stockings to a female employee the employer shall pay the said employee the sum as set out in Item 7 of Table 2 per week.
- (viii) In lieu of supplying socks to an employee the employer shall pay the said employee the sum as set out in Item 8 of Table 2 per week.
- (ix) The allowances referred to in subclauses (vi), (vii) and (viii) are payable during any period of paid leave.
- (x) If the uniforms of an employee are not laundered at the expense of the employer an allowance of the sum set out in Item 9 of Table 2 shall be paid to the said employee; provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (xi) An employee who is authorised by his/her employer to use their own vehicle for the performance of his/her duties shall be paid the appropriate car allowance for the horsepower of the car he/she provides as set out in Item 10 of Table 2.
- (xii) Where the private vehicle is used in accordance with subclause (xi) above and is subsequently damaged whilst on official business, the employer upon application by the employee shall reimburse the employee for any excess insurance charges prescribed by the insurers.
- (xiii) Subclauses (xiv), (xv), (xvi) and (xvii) of this clause shall apply to employees who arrive at a practice and are asked to attend another practice.
- (xiv) The employee shall be paid their ordinary rate of pay (including shift penalties) from their starting time to finishing time including travel time.

- (xv) Where the employee is required to travel on public transport, all travelling costs shall be reimbursed by the employer.
- (xvi) Employees will be paid at their hourly rate of pay to travel to and from meetings that have been scheduled during working hours.
- (xvii) Where the employees is required to travel to and from meetings that have been scheduled outside working hours and such meetings are compulsory, the overtime provisions in accordance with Clause 19, Overtime of the Award shall apply.
- (xviii) An employee recall to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. The meals shall be allowed to the employee free of charge. Where the practice is unable to provide such meals, an allowance as set out in Item 11 of Table 2 shall be paid.

8. COMPASSIONATE LEAVE

- (i) An employee on production of satisfactory evidence or statutory declaration to the employer shall on the death or serious/life threatening illness of an immediate family member (spouse, de facto spouse, de facto same sex partner, parent, child, grandparent or sibling) be granted 3 days leave on full pay in any one year of service.
- (ii) In extenuating circumstances, the employer may agree to allow the employee to access sick leave to extend the period of compassionate leave.

9. SICK/CARER LEAVE

Permanent employees shall be entitled to 10 days sick leave for each year of service or pro rata based on the number of hours worked. Sick leave is cumulative.

The employer may require a medical certificate for absences in excess of 2 consecutive days or if sick leave is taken immediately before or after a public holiday or a weekend, or if an employee has an unsatisfactory attendance record.

If the employer believes the employee is unable to stay at work due to illness they will be directed to seek medical advice at the employer's expense.

If a new employee takes sick leave in the first three months then this will be unpaid. If, at the expiration of 12 months service the employee has a balance of sick leave, such unpaid absences in the first three months will be paid (upon application by the employee).

An employee with responsibilities in relation to dependent members of their immediate family or household will be entitled to use accrued sick leave to provide care and support for such persons when they are ill.

An immediate family member is deemed to include; spouse, de facto spouse, de facto same sex partner, parent, child, grandparent or sibling.

The employee shall, if required by the employer, provide a medical certificate or statutory declaration to verify the illness of the person concerned.

10. LEAVE WITHOUT PAY

- (i) Leave without pay can be granted to the employee in special circumstances subject to mutual consent of their immediate supervisor and Regional Manager.
- (ii) During any period of unpaid leave, the accrual of entitlements will be suspended until resumption of normal duties.
- (iii) If there is annual leave owing this must be taken first.

11. ANNUAL LEAVE LOADING

- (i) An annual leave loading of twenty per cent (20%) is payable upon and in addition to the employee's ordinary weekly rate prescribed by this agreement for the classification in which the employee was employed immediately before commencing annual leave.
- (ii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance, provided that if the employment of such an employee continues until the day when they would have become entitled under the act to an annual holiday, the loading is then paid in respect of the period of such holiday.

12. PARENTAL LEAVE

Where this clause is silent the provisions of the Act will apply.

For the purposes of this clause, maternity leave, paternity/partner leave and adoption leave are collectively referred to as parental leave.

(i) Parental Leave entitlements are as follows:

- (a) To be eligible for paid parental leave the employee must have completed at least 40 weeks continuous service immediately preceding the date upon which the employee commences such leave.
- (b) Paid Maternity leave- an employee is entitled to 6 weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to 6 weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work.
- (c) An employee and their spouse/de facto partner are entitled to take up to 52 weeks parental leave (paid and unpaid) in total.
- (d) Employees may take annual leave or long service leave that is due them at the same time as parental leave provided that the total absence from work does not exceed 52 weeks. By mutual agreement the employees may take sick leave or other paid leave during parental leave.
- (e) Employees may take annual leave or long service leave that is due them at the same time as parental leave provided that the total absence from work does not exceed 52 weeks. Upon written request by the employee and with the agreement of the employer, employees may take sick leave or other paid leave during parental leave.
- (f) Continuity of employment is not broken by parental leave, but entitlements do not accrue during this period nor does it count as part of your total period of service with the employer.

(ii) Return to work

- (a) Employees must provide 4 weeks written notice of their intention to return to work before the end of the parental leave.
- (b) When an employee returns from parental leave they are entitled to return to their previous position.
- (c) Where the position no longer exists, the employee is entitled to a position of equal status and remuneration to that of his/her former position.

(iii) Shortening or extending parental leave

- (a) Subject to the 52 week maximum parental leave may be shortened or extended by giving the employer one month's notice in writing advising the period of reduction/extension of leave.
- (b) Employees may shorten/extend parental leave once only by right or with the employer's agreement for additional changes.

(iv) Paid Parental Leave

- (a) A total of six (6) weeks paid maternity leave and adoption leave (for female employees) will be provided to eligible employees.
- (b) Paid Maternity Leave may be paid:
 - on a normal fortnightly basis
 - in advance in a lump sum
 - at a rate of half pay over a period of twelve weeks on a regular fortnightly basis.
- (c) One (1) weeks paid leave will be provided to fathers/partners. Employees who are adopting and are to be the primary care giver are also entitled to one weeks paid leave. This will be paid at the time the leave is taken.
- (d) Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

(v) Maternity Leave

- (a) Maternity Leave is for employees who become pregnant. Six weeks' paid leave and up to an additional 46 weeks of unpaid leave is provided with a minimum of 6 weeks to be taken after the child's birth.
- (b) Employees are requested to provide notice as far as possible in advance of the expected date of commencement of maternity leave. The notice requirements include:
 - (1) At least 10 weeks before the expected date of confinement an employee must provide written notice of their intention to take maternity leave and provide a certificate from a registered medical practitioner stating the expected date of confinement.
 - (2) Written application for maternity leave must be submitted 4 weeks before the first day of intended maternity leave.

At the same time a statutory declaration must be provided stating the amount of paternity leave being taken by the employees spouse/de facto partner.

- (3) For the period of maternity leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment.

(c) Transfer to safe duties

Where a registered medical practitioner considers it inadvisable for an employee to continue their present job due to illness or risks arising out of the pregnancy or hazards connected with work then:

- (1) Such an employee must transfer to safe duties, if they can be found. When working safe duties, the minimum rate of pay and conditions of that particular job will apply; or
- (2) If safe duties are not practicable or available the employee must take leave for whatever period the medical practitioner certifies as necessary. The employer will treat this leave as maternity leave.

(d) Cancellation of Maternity Leave

If pregnancy terminates due to miscarriage prior to maternity leave commencing then the employer will cancel maternity leave.

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

If this happens after maternity leave has commenced the employee can notify the employer of their intention to return to work in writing.

The employer will nominate a starting date that will be no later than 4 weeks after the employee notified of their intention to return to work.

(e) Special Maternity Leave and Sick Leave

If pregnancy ends after 28 or more weeks other than by the birth of a living child the employee is entitled to special maternity leave which is certified as necessary by a registered medical practitioner.

Alternatively, for illness other than the normal consequences of birth an employee is entitled to take accrued sick leave (either in addition to special maternity leave or instead of it). A medical certificate will be required.

If an employee is sick as a result of the pregnancy, accrued sick leave may be taken and further unpaid leave if required. A medical certificate will be required. The total of all periods of leave must not be more than the total amount of maternity leave available to the employee.

(vi) Paternity/Partner Leave

- (a) A male employee or same sex de-facto partner shall be entitled to one or two periods of paternity/partner leave, in the following circumstances:

- (1) An unbroken period of up to one week's paid leave at the time of confinement of their spouse/de facto partner.

- (2) A further period of up to 51 weeks unpaid leave in order to be the primary care-giver, provided that this leave does not extend past the child's first birthday.

The entitlement shall be reduced by any period of maternity leave taken by the employee's spouse/de facto partner and shall not be taken concurrently with that maternity leave.

- (b) An employee will provide to the employer 10 weeks written notice of any period of paternity/partner leave with:
 - (1) A certificate from a registered medical practitioner which names their partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (2) Written notification of the dates on which they propose to start and finish the period of paternity/partner leave.
- (c) For the period of paternity/partner leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment.
- (d) Paternity/partner leave will be cancelled if the pregnancy ends other than by the birth of a living child.

(vii) Adoption Leave

- (a) An employee who is in the process of adopting or who has recently adopted a young child is eligible for 6 weeks paid leave and a up to a further 51 weeks unpaid adoption leave if the employee is to be the child's primary care giver.
- (b) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (c) The employer will require the employee to provide confirmation from the appropriate government authority of the adoption.
- (d) For the period of their adoption leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment
- (e) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is required to notify the employer immediately. The employer will cancel the leave if it has not yet started. If leave has commenced the employee must give notice of intention to return to work. The employer will nominate a starting date that will be no later than 4 weeks after the employee notified of their intention to return to work.
- (f) Two days unpaid leave is available to you where an employee is required to attend compulsory interviews or examinations as part of the adoption procedure.
- (g) Where paid leave is available, the employer has the option of paying you out of this leave.

(viii) Part-Time Work Provisions

- (a) By agreement with the employer an employee returning from parental leave may return on a part time basis. This may be agreed to on a temporary (up to a maximum of two years) or a permanent basis.
- (b) If an employee is pregnant they may work part time by agreement where it is necessary or desirable because of the pregnancy.
- (c) Agreement to part time work will be in writing specifying the hours, days and commencement times. The written agreement should also specify the classification applying to the work and the duration of the part time work. The agreement may be varied with mutual consent and any variations will be confirmed in writing.
- (d) When an employee's temporary part time contract expires they will be entitled to return to the position they held before taking parental leave or a position of equal status and pay.

13. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- (i) Leave for Professional Development and study applies to external courses offered by educational institutions or registered training organisations, conferences, seminars and short courses. Leave of this nature is provided to assist employees to access learning and development opportunities so that the employer has an appropriately trained workforce to meet its service delivery needs.
- (ii) Leave is not required for in-house courses or activities and any mandatory training and education that are undertaken by employees on a routine basis, and at which employees are considered to be on-duty. The employee whether on duty or off duty shall be paid at the employee's ordinary rate of pay.
- (iii) Access to professional development and study leave will be approved on a case by case basis by the General Manager. Documentation will be necessary for approval. Approval will be subject to application and if relevant to the practice and the individual needs of the employee.
- (iv) The yearly performance appraisal shall identify professional development and training needs of the individual.
- (v) Leave approved for the purposes of learning activities is to be paid on the basis of the employee's ordinary rate of pay in accordance with this agreement excluding penalty rates or overtime.
- (vi) Employees should plan for this leave as far in advance as possible and provide a minimum of one (1) month's notice.

14. CONSULTATIVE COMMITTEE

- (i) A Consultative Committee will be established across Mayne Health Diagnostic Imaging practices in New South Wales which will comprise both employee elected representatives and management representatives.
- (ii) Of the employee elected representatives, one will be a Registered Nurse.
- (iii) The committee's purpose will be to consult on matters affecting the improvement of efficiency, productivity and conditions of employment.

15. UNIFORMS

Uniforms will be supplied by the employer and these uniforms are to be worn by all employees. Uniforms must be worn on duty excluding on call/call back. Each uniform comprises two pieces and does not include shoes or stockings. Other allowances will therefore remain unaffected with respect to stockings, shoes and socks.

The yearly allocation after probation is:

First year of service Employees working	Allocation
1 – 2 days	1.5 uniforms
3 – 4 days	3 uniforms
5 days or more	4 uniforms

Subsequent years of service Employees working	Allocation
1 - 2 days	1.5 uniforms
3 - 4 days	2 uniforms
5 days or more	3 uniforms

Upon termination, uniforms must be returned to the employer as they remain the property of the Employer.

16. NSWNA WORKPLACE REPRESENTATIVES AND TRADE UNION LEAVE

(i) NSWNA Workplace Representatives

- (a) The Employer shall recognise NSWNA workplace representatives and undertakes to permit such representatives to perform their role without discrimination and victimisation in their employment.
- (b) The NSWNA workplace 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 without disruption to normal business activities. The NSWNA workplace representative/s shall also be granted reasonable time during working hours to:
 - (1) consult with union members and with officials of the Association;
 - (2) represent the interests of Association members to the employer; and
 - (3) participate in the affairs of the Association.
- (c) The employer will consult with the NSWNA workplace representatives prior to introducing change which will, or which is likely to, impact on nursing employment levels, employee duties or other employment-related issues.
- (d) The employer will allow access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as a NSWNA representative and consulting with workplace colleagues and the Association without disruption to normal work practices.
- (e) The employer shall provide a notice board in a prominent location in the workplace on which notices/information relevant to the Association activities can be displayed.

(ii) Trade Union Training Leave

- (a) The employer will provide paid leave of absence of up to 3 days per year for one (1) nominated NSWNA representative employed by the employer to attend TUTA, ACTU, specific NSWNA training courses, NSWNA Annual Conference, Committee of Delegates and Council, providing that prior approval is obtained from the employer.
- (b) Upon employer approval, a nominated NSWNA representative may request additional trade union leave in order to participate in activities as prescribed in clause 16B(i).
- (c) The time that an employee is engaged in any NSWNA training course will be taken as service for all purposes.

17. ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this agreement to seek 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) 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 agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) 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 affectsany 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."

18. GRIEVANCE AND DISPUTE PROCEDURES

- (i) At any stage of the procedure, the employee(s) may be represented by the Association and/or NSWNA workplace representative.
- (ii) It is the intention of this procedure to resolve grievances as promptly and as near as possible to the local level.
- (iii) Any grievance or conflict is to be resolved without disruption to work, except where a bona fide safety issue is involved.
- (iv) The process for resolving grievances is as follows:
 - (a) The employee shall attempt to resolve the matter with their immediate supervisor, or if this is inappropriate with the next level of management.
 - (b) Should an employee submit their grievance in writing, written acknowledgment of receipt of the grievance shall be provided.
 - (c) If no satisfactory resolution is achieved at this level then the matter shall be referred to a higher level of management ie. senior nurse and/or Regional Manager level.
 - (d) If no satisfactory resolution is achieved at the senior nurse and/or Regional Manager level it may be referred to the General Manager.
 - (e) Where possible steps 1 and 2 shall take place within 14 days, taking into account any investigation that may be necessary.
 - (f) Disputes Committee: 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.
 - (g) 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.
 - (h) If the matter remains unresolved, or if either party considers the matter of such importance, it may be referred to the NSWIRC for conciliation and/or arbitration in order to settle the matter(s) in dispute.

19. JURY DUTY

- (i) An employee required to attend for jury service during ordinary working hours shall be paid normal hours by the practice.
- (ii) The employee will forward reimbursement by the court to the employer.
- (iii) An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service.

20. COPY OF AGREEMENT

- (i) A copy of this Agreement and the Award will be given to all existing and new employees covered by this Agreement.
- (ii) A copy of this Agreement and the Award will be supplied to each practice.

21. REDUNDANCY PROVISIONS

(i) Application

- (a) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause (iv), Termination of Employment.
- (b) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (c) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

(a) Employer's Duty to Notify -

- (1) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

(b) Employer's Duty to Discuss Change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (a).
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) **Redundancy**

Discussions Before Termination -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (1) of subclause (a) of clause (ii), Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (1) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) **Termination of Employment**

- (a) Notice for Changes in Production, Programme, Organisation or Structure –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (1) of subclause (a) of clause (ii), Introduction of Change:

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (1) of subclause (a) of the said clause (ii).

- (1) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(c) Time Off During the Notice Period -

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee Leaving During the Notice Period –

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment –

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(e) Notice to Centrelink –

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Centrelink Employment Separation Certificate –

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(g) Transfer to Lower Paid Duties –

Where an employee is transferred to lower paid duties for reasons set out in subclause (a) of the said clause (ii), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(v) **Severance Pay**

(a) Where the employment of an employee is to be terminated pursuant to clause (iv), Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to

the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (4) of this subclause paid in accordance with the award covering the wages and conditions of the employee.

- (4) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (1) and (2) of this subclause.

(b) Incapacity to Pay –

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (a) will have on the employer.

(c) Alternative Employment –

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause if the employer obtains acceptable alternative employment for an employee.

22 SUPERANNUATION

(i) Definitions

(a) "Approved fund" means:

- (1) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- (2) the Health Industry Plan (HIP);
- (3) any superannuation fund as agreed between the Association and employer(s), provided that the fund is a complying regulated fund and holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority. Provided further that the Association shall not unreasonably withhold agreement unless it establishes good and proper reasons;
- (4) any superannuation fund operating within a place of employment prior to the operative date of this award provided that the fund is a complying regulated fund, holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority, and the Association agrees to the continued approval of that fund. Provided that the Association shall not unreasonably withhold agreement unless it establishes good and proper reasons;
- (5) any superannuation fund nominated by the employee and approved by the employer in accordance with Section 124 of the *Industrial Relations Act* (NSW) 1996 ("the 1996 Act").

- (b) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (c) "Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
 - (1) Monday to Friday shift premiums for ordinary hours of work;
 - (2) Weekend shift premiums for ordinary hours of work;
 - (3) Public Holiday loadings;
 - (4) any percentage addition payable to casual employees for ordinary hours of work;
 - (5) ordinary time award allowances (not including expense related allowances);
 - (6) overaward payments for ordinary hours of work.
- (d) "Association" mean the New South Wales Nurses' Association.
- (e) "Qualified employee" means:
 - (1) A full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments in accordance with clause (iii) shall be made for the entire period of service with the employer;
 - (2) A casual employee who has earned in excess of \$2000.00 ordinary time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this award will continue to be qualified.

(ii) **Superannuation Legislation**

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993, and s.124 of the Industrial Relations Act 1996 (NSW). This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

(iii) **Contributions**

- (a) The employer shall make, in respect of qualified employees, superannuation contributions at the percentage prescribed by the Superannuation Guarantee Legislation into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees contributions shall be remitted at the time that employees receive their annual group certificate.
- (b) It is provided further that an employee may nominate one complying fund to which all award and statutory superannuation contributions in respect of

him/her shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.

- (c) Where no such nomination is made before any such contributions become payable, the contribution referred to in (a) will be paid to the approved fund for that place of employment.

(iv) **Salary Sacrifice to Superannuation**

- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full time to part time or part time to full time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (f) The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- (g) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any 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 salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- (h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one (1) months notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under the parent award in the absence of any salary sacrifice.
- (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.

- (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

23. No Extra Claims

- (i) The Employer agrees not to become a party to any Australian Workplace Agreements during the life of the Enterprise Agreement.
- (ii) In the event that the employer decides to engage nursing staff in a classification other than as prescribed by Table 1 of this agreement, the parties will reach agreement on rates of pay and conditions of employment prior to such engagement.
- (iii) The employer agrees that on call allowances will remain equivalent to that of the Private Hospital Industry Nurses (state) Award as varied.

TABLE 1
MONETARY RATES - SALARIES

Classification	First Pay period on or after 1 Dec 2005 Per Week \$	First Pay period on or after 1 Dec 2006 Per Week \$
Enrolled Nurse -		
First year of experience	690.90	718.50
Second year of experience	705.80	734.00
Third year of experience	721.10	749.90
Fourth year of experience	736.20	765.60
Thereafter	751.70	781.80
Enrolled Nurse – Special Grade	775.10	806.10
Nurse undergoing pre-registration training	675.30	702.30
Registered Nurse -		
First year of experience	783.20	814.50
Second year of experience	825.90	858.90
Third year of experience	868.50	903.20
Fourth year of experience	914.10	950.70
Fifth year of service	959.30	997.70
Sixth year of service	1004.70	1044.90
Seventh year of service	1056.30	1098.60
Eighth year of service	1099.80	1143.80
Clinical Nurse Specialist	1144.70	1190.50
Nurse Unit Manager	1379.60	1434.80

TABLE 2
ALLOWANCES AND EXPENSES

Item No.	Clause No.	Brief Description	First Pay Period on or after 1 December 2005	First Pay Period on or after 1 December 2006
1	7(i)	In Charge	\$19.16 per shift	\$19.93 per shift
2	7(ii)	On call	\$ 17.04 per 24 hrs or part thereof	\$ 17.72 per 24 hrs or part thereof
3	7(iii)	On call on rostered days off	\$34.13 per 24 hrs or part thereof	\$35.50 per 24 hrs or part thereof
4	7(iv)	On call during meal break	\$9.54 per break	\$9.92 per break
5	7(v)	Lead apron allowance	\$1.37 per hr or part thereof	\$1.42 per hr or part thereof
6	7(vi)	Shoes	\$1.74 per week	\$1.74 per week
7	7(vii)	Stockings	\$2.74 per week	\$2.74 per week
8	7(viii)	Socks	\$0.58 per week	\$0.58 per week
9	7(x)	Laundry	\$4.69 per week	\$4.69 per week
10	7(xi)	(i) Car Allowance - Under 2.5 litres (ii) Car Allowance – 2.5 litres and over	\$0.63 cents per kilometer \$0.74 cents per kilometer	\$0.63 cents per kilometer \$0.74 cents per kilometer
11	7(xviii)	Meal on overtime	\$15.54 per meal	\$15.54 per meal