

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/80

**I.R.C. NO:** 97/1700

**DATE APPROVED/COMMENCEMENT:** 18 April 1997 and commences from the first pay period on or after 18 April 1997.

**TERM:** 2 years

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**TITLE:** The Haymarket Foundation (Nurses) Enterprise Agreement 1997.

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Registered Nurse, Clinical Nurse Specialist.

**PARTIES:** Haymarket Foundation Limited -&- New South Wales Nurses' Association.



# THE HAYMARKET FOUNDATION (NURSES) ENTERPRISE AGREEMENT 1997

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## 2. PARTIES BOUND

- (i) The parties to this agreement are:
- (a) The Haymarket Foundation Ltd 165B Palmer Street, East Sydney; and
  - (b) The New South Wales Nurses' Association 43 Australia Street, Camperdown.
- (ii) The parties to this Agreement declare that it has been fully discussed between them and no party has entered into it under duress.

## 3. AREA, INCIDENCE AND DURATION

- (i) This Agreement shall apply to nurses employed by the Company under the classifications in Clause 6, Salaries, hereof.
- (ii) This Agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an award and operates to the full and total exclusion of:
- (a) Nurses', Other Than in Hospitals &c., (State) Award, and the
  - (b) Haymarket Foundation Nurses Enterprise Agreement 1994, and the
  - (c) Former Industrial Agreement No. 8620 between the Haymarket Foundation and the New South Wales Nurses' Association.
- (iii) The Agreement shall operate from the beginning of the first pay period to commence on or after *the date the agreement is certified* and will remain in force for a period of two years.

## 4. DEFINITIONS

- (i) Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the meanings respectively assigned to them:

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

"Award" - means the Public Hospital Nurses' (State) Award.

"Board" - means the New South Wales Nurses' Registration Board.

"Clinic" - means The Haymarket Foundation Clinic.

"Clinical Nurse Specialist" - means a registered nurse with specific post-basic qualifications in drug and alcohol rehabilitation (or a similar area) and twelve months' experience working at the Clinic.

"Company" - means The Haymarket Foundation Limited.

"Registered Nurse" - means a person registered by the Board as such.

"Service" - means service with The Haymarket Clinic.

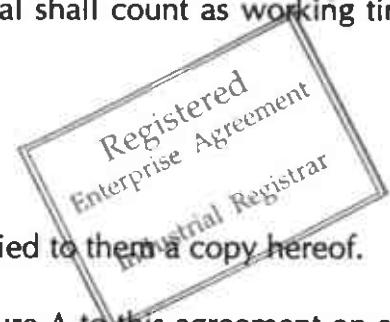
- (ii) Where a term in this Agreement is not defined by this Agreement reference shall be made, for interpretation, to the Public Hospital Nurses' (State) Award as varied from time to time.

## 5. HOURS OF DUTY

- (i) The ordinary hours of work shall not exceed eight hours per day to be worked Monday to Friday inclusive between 6.30am and 5.00pm. Provided that where an employee so agrees the ordinary hours may exceed eight hours a day but in any event shall not exceed ten hours per day. Ordinary hours shall not exceed 152 hours in any four week period.
- (ii) As prescribed in clause 4 of the Award each employee shall where possible not work his/her ordinary hours of work on more than nineteen days in a cycle of twenty eight calendar days (entitlement of twelve days off duty per annum).
- (iii) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring while on duty and such break shall not count as working time.
- (iv) Two intervals of ten minutes (in addition to meal breaks) shall be allowed for light refreshments for each a.m and p.m roster and such interval shall count as working time and shall be paid for as such.

## 6. SALARIES

- (i) All employees affected by this Agreement shall have supplied to them a copy hereof.
- (ii) The salaries shall be those prescribed in Table 1 of Annexure A to this agreement on and from the dates set out therein. Provided that a Registered Nurse working at the Haymarket Foundation shall not be paid a lower rate per week under this clause than that which would be payable were that Nurse employed as a Registered Nurse under the Award.
- (iii) In addition to the salaries and allowances prescribed in Table 1 and Table 2 of Annexure A to this agreement each of the following further increases shall also be payable:
  - (a) 2% from the beginning of the first pay period on or after 1 July 1997
  - (b) 3% from the beginning of the first pay period on or after 1 July 1998
  - (c) 3% from the beginning of the first pay period on or after 1 January 1999.
- (iv) The salary and allowance increases in subclause 6(iii) are subject to and intended to reflect the increases to apply under the Public Hospital Nurses (State) Award.



## 7. SPECIAL ALLOWANCES

### (i) Meal Allowance

An employee who is required to be on call during a meal break shall be paid the sum set out in Item 1 of Table 2 of Annexure A to this agreement.

### (ii) Meal Allowance on Overtime

Meal allowance on overtime shall be paid as prescribed by the Award as varied from time to time.

### (iii) Transport Allowance

(a) An allowance shall be paid to any employee using a private vehicle on Clinic business. This allowance shall be as prescribed in the Award as varied from time to time.

(b) In lieu of claiming the allowance prescribed in part (a) of this subclause an employee who uses a taxi to attend clients in the community or at the Clinic shall be reimbursed all fares incurred in so travelling.

## 8. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

(i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided that part-time workers shall be entitled to the additional rates only when their shifts commence prior to 6.00 a.m or finish subsequent to 6.00 p.m:

Afternoon shift commencing at 10 a.m. and before 1 p.m.	10%
Afternoon shift commencing at 1 p.m. and before 4 p.m.	12½%
Night shift commencing at 4 p.m. and before 4 a.m.	15%
Night shift commencing at 4 a.m. and before 6 a.m	10%

(ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee is a part-time or casual employee.

(iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight Friday and midnight Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. The extra rates so paid shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to part-time and casual workers but such workers shall not be entitled to be paid in addition the allowances prescribed in Clause 10, Part-Time and Casual Employees, of this award in respect of their employment between midnight on Friday and midnight on Sunday.

## 9. OVERTIME

Overtime shall be paid in accordance with the Award to all employees covered by this Agreement.

## 10. PART-TIME AND CASUAL EMPLOYEES

### (i) Part-Time Employees

- (a) A part-time employee means an employee who is employed to work fewer than 38 hours per week.
- (b) The conditions applying to a part-time employee shall be those prescribed for a permanent part-time employee by the Award as varied from time to time; provided that in addition an allowance shall be paid of ten per centum of the rate prescribed in Clause 6 hereof for that part-time employee's relevant classification.

### (ii) Casual Employees

The conditions applying to a casual employee shall be those prescribed by the Award as varied from time to time.

### (iii) Temporary Employees

The conditions applying to a temporary employee shall be those prescribed by the Award as varied from time to time.

## 11. UNIFORM AND LAUNDRY ALLOWANCE

Uniform and laundry allowances shall be as prescribed in the Award as varied from time to time.

## 12. ANNUAL LEAVE

Annual leave shall be granted in accordance with the provisions of the Award as varied from time to time.

## 13. ANNUAL LEAVE LOADING

Annual leave loading shall be as prescribed by the Award as varied from time to time.



**14. LONG SERVICE LEAVE**

- (i) Long service leave shall accrue in accordance with the provisions of the Award as varied from time to time.
- (ii) Broken periods of service shall count as service for the purposes of long service leave.
- (iii) For the purposes of this clause "service" means service with the Clinic.

**15. SICK LEAVE**

- (i) For the purposes of this clause "service" means service with the Clinic.
- (ii) Sick leave shall be granted in accordance with the provisions of the Award as varied from time to time. Provided that during the first three months of continuous employment an employee shall be entitled to 1 week of the sick leave provided for by the Award.
- (iii) During any period of sickness at the Clinic an employee who remains at the Clinic shall be provided without charge with medical and nursing treatment so far as the Clinic can provide such treatment.

**16. PERSONAL CARER'S LEAVE**

Personal carer's leave shall be granted as prescribed in the Award as varied from time to time.

**17. PAYMENT OF SALARIES**

- (i) All employees other than part-time employees shall be paid not later than Friday in each week; provided that upon termination of employment of any employee all salary and other payments due to such employee shall be paid immediately or if the office is not open by no later than 3.00 p.m. on the next working day following such termination.
- (ii) On each pay-day an employee in respect of the payment then due shall be furnished in writing with the following particulars: name, the amount of ordinary salary, the total number of overtime hours worked if any, the amount of any overtime payment, the amount of occupational superannuation, the amount of any other moneys paid, the purpose for which they are paid and the amount of deductions made from total earnings and the nature thereof.



## 18. TERMINATION OF EMPLOYMENT

Termination of employment shall be in accordance with the provisions of the Award as varied from time to time.

## 19. PARENTAL LEAVE

- (i) Employees appointed prior to 21 October 1991 shall be granted maternity leave as prescribed by the Public Hospital Nurses' (State) Award.
- (ii) Employees shall be granted parental leave in accordance with the Industrial Relations Act, 1996, as amended.

## 20. RIGHT OF ENTRY

See Chapter 5 Part 7 of the Industrial Relations Act, 1996.

## 21. DISPUTES

With a view to amicable and speedy settlement of all disputes that first cannot be settled by the Company and the Association or its representatives, disputes shall be submitted to a committee consisting of not more than four members with equal representation of the Company and the Association. That committee shall have the power to investigate all matters in dispute and to report to the Company and the Association respectively with such recommendations as it may think fit and in the event of no mutual decision being arrived at by that committee the matter in dispute shall be referred to the Industrial Relations Commission of NSW

## 22. REDUNDANCY

The Company shall provide benefits and entitlements in the event of redundancy in accordance with the standards applying in the public sector generally and set out in Premier's Memorandum No. 96 -5 Managing Displaced Employees dated 20 February 1996 and NSW Health Department Circular No 96/16 issued 29 March 1996.





**Signatories**

**NEW SOUTH WALES NURSES' ASSOCIATION**

*Sandra Moait*

**Sandra Moait  
General Secretary**

Date *19<sup>th</sup>* March 1997



**HAYMARKET FOUNDATION LIMITED**

*J. Lewis*

**June Lewis  
Executive Director**

Date *12<sup>th</sup>* March 1997

*Paul J. M. N. A. W.*  
.....  
Witness  
*PAUL J. M. N. A. W.*

**ANNEXURE A - MONETARY RATES****Basic Wage: \$121.40 per week****TABLE 1 - SALARIES**

<b>Classification</b>	<b>First pay period after agreement certified \$ per week</b>
Registered Nurse -	
1st year of service	550.60
2nd year of service	580.60
3rd year of service	610.60
4th year of service	642.50
5th year of service	674.40
6th year of service	706.30
7th year of service	742.60
8th year of service	773.10
Clinical Nurse Specialist	804.80

**TABLE 2 - ALLOWANCES**

<b>Item No</b>	<b>Clause</b>	<b>Brief Description</b>	<b>Amount</b> \$
1	7(i)	On Call during Meal Break	6.77 per shift