

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/85

TITLE: MBF Lake Macquarie Nursing Employees (NSW) Agreement 2001

I.R.C. NO: 2001/1583

DATE APPROVED/COMMENCEMENT: 21 March 2001

TERM: 35 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA98/146**

GAZETTAL REFERENCE: 24 April 2001

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all nursing staff of the Company in the Lake Macquarie Private Hospital

PARTIES: Medical Benefits Fund of Australia Ltd -&- New South Wales Nurses' Association

Registered
Enterprise Agreement
Industrial Registrar

MBF LAKE MACQUARIE NURSING EMPLOYEES (NSW) AGREEMENT 2001

entered into between

MEDICAL BENEFITS FUND OF AUSTRALIA LTD ("MBF")

and

NEW SOUTH WALES NURSES' ASSOCIATION ("NSWNA")



MBF LAKE MACQUARIE NURSING EMPLOYEES (NSW) AGREEMENT 2001

ARRANGEMENT

Clause No. **Subject matter** **Page**

21	Access to Information and Confidentiality	13
27	Address for Service	17
18	Adoption Leave	11
9	Banking of Hours	6
10	Change of Roster	7
19	Community Service Leave	11
3	Duration	3
10	Extended Shifts	7
24	Grievances and Disputes	15
20	Hospital Forum	13
16	Maternity Leave	9
6	Objectives	4
13	Part-Time Employees	8
15	Parental Leave	9
17	Paternity Leave	10
26	Posting of Agreement	17
5	Previous Enterprise Agreement	3
22	Professional Development and Training	13
4	Relationship with Award	3
11	RDOs and ADOs	8
8	Salary Sacrifice	5
14	Sick Leave	9
7	Wage Rates	5
27	Workplace Health and Safety	14
25	Variation	17

Appendix 1	Rates of Pay	19
Appendix 2	Hospital Forum - Terms of Reference	21
Appendix 3	Confidentially Protocol	23

Registered
Enterprise Agreement
Industrial Registrar

PART 1 – PRELIMINARY

Registered
Enterprise Agreement
Industrial Registrar

1. TITLE

This Agreement will be known as and referred to as the MBF Lake Macquarie Nursing Employees (NSW) Agreement 2001.

2. PARTIES

This Agreement will be binding on –

- 2.1 Medical Benefits Fund of Australia Limited (ANC 000 057 590) of 97-99 Bathurst Street, Sydney, New South Wales, 2000 ("MBF");
- 2.2 New South Wales Nurses' Association of 43 Australia Street, Camperdown, New South Wales, 2050 ("NSWNA"); and
- 2.3 all nursing staff employed by MBF as nurses in the Lake Macquarie Private Hospital ("the Hospital") and within the classifications of work contained in the Award referred to in paragraph 4.1 of this Agreement.

3. DURATION

- 3.1 This Agreement will take effect on the date of its registration, and remain in force until 29 February 2004.
- 3.2 Negotiations on wages and other conditions of employment will commence no earlier than three (3) months before the termination date of this Agreement.

4. RELATIONSHIP WITH AWARD

- 4.1 This Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award.
- 4.2 Except as provided for in this Agreement, the provisions of the Award will continue to apply to nurses employed in the Hospital.
- 4.3 Should there be any inconsistency between any term of this Agreement and the Award then the terms of this Agreement will prevail.

5. PREVIOUS ENTERPRISE AGREEMENT

- 5.1 This Agreement will replace the MBF Nursing Employees Agreement 1998 entered into between MBF and the NSWNA in 1998 ("the 1998 Agreement") in its entirety from the date of the approval of this Agreement by the Commission.
- 5.2 The 1998 Agreement will be of no force and effect from the date of approval of this Agreement.

6. OBJECTIVES

6.1 The key objectives of this Agreement are to:

- 6.1.1 facilitate flexible working arrangements between MBF and its nursing staff which will enhance productivity and efficiency in the Hospital;
- 6.1.2 ensure as far as possible that staffing arrangements within the Hospital match the Hospital's occupancy level;
- 6.1.3 promote consensual working arrangements between MBF management and nursing staff towards achieving working arrangements which best suit the Hospital at the relevant time;
- 6.1.4 promote effective communication between MBF management and nursing staff through the hospital forum;
- 6.1.5 ensure continuous improvement in the quality of service and patient care provided to customers.

6.2 To achieve the objectives, the parties to this Agreement declare their commitment to ensuring that:

- 6.2.1 quality of service and patient care exceeds the expectations of MBF private hospital patients;
- 6.2.2 there is an on-going effort by management and nursing staff to review and improve current work practices and work organisation and any other issues that will enhance the quality and level of patient care at the Hospital;
- 6.2.3 working relationships are developed in a way to promote effective and open communication, mutual trust and co-operation as much as possible;
- 6.2.4 issues of concern or grievances are resolved through negotiation and dispute resolution procedures;
- 6.2.5 all nursing staff maintain professional standards of work, behaviour and safety;
- 6.2.6 the principles of fairness and equal opportunity in employment are promoted and practised at all times.

<p>Registered Enterprise Agreement Industrial Registrar</p>
--

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

7. WAGE RATES

- 7.1 During the life of this Agreement, the following increases to the existing rates of pay for nursing staff in New South Wales will apply:
- 7.1.1 4 % from 1 October 2000
 - 7.1.2 4 % from 1 October 2001
 - 7.1.3 4 % from 1 October 2002
 - 7.1.4 4 % from 1 May 2003
- 7.2 The first increase set out in sub-clause 7.1.1 shall apply by administrative action retrospectively from the first pay period on or after the 1 October 2000.
- 7.3 The wage increases set out in sub-clause 7.1 above are inclusive of any wage increase, determination or Award of the New South Wales Industrial Relations Commission made during the period of the Agreement. Any increases in the Award rates of pay will be absorbed into the wage rates paid under this Agreement.
- 7.4 The NSWNA and its members agree and undertake that no additional claims in respect of wages and conditions of employment will be made during the period of this Agreement.
- 7.5 Allowances in the Award, which are expressed in percentage terms, will be calculated on the rates of pay set out in Appendix 1.
- 7.6 Nothing in this Agreement will be taken to affect salary increases associated with skill-based and performance progression arrangements under the Award.

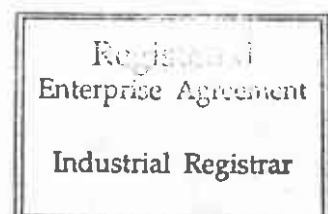
8. SALARY SACRIFICE

- 8.1 Employees may elect to pay additional voluntary superannuation contributions in the form of a salary sacrifice and consistent with the applicable legislation, in which event they will instruct MBF accordingly.
- 8.2 Any salary sacrifice must not exceed 30% of the employee's superannuable salary.
- 8.3 Employees who choose to take a salary sacrifice may change their instructions once a year at salary review time.

Registered
Enterprise Agreement
Industrial Registrar

9. BANKING OF HOURS

- 9.1 Full-time or part-time employees may, by agreement made either daily, weekly or fortnightly with their unit manager or Director of Nursing:
- 9.1.1 work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - 9.1.2 work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under sub-clause 9.1.1 above.
- 9.2 Employees who work less than their rostered or contracted hours will nevertheless be paid as if those rostered or contracted hours had been worked during the roster cycle or contract period.
- 9.3 Hours banked under this provision will be banked on the basis of their ordinary time equivalent. Hours worked outside the spread of ordinary hours will be converted to the applicable penalty rate equivalent (eg, 3 hours worked on a Saturday will use 4 ½ hours of banked time).
- 9.4 Employees may not have more than 38 hours in their bank under sub-clauses 9.1.1 or 9.1.2 at any one time.
- 9.5 Employees who have hours to be worked must be given first option to work additional hours prior to the use of on-call or casual employees.
- 9.6 An employee who agrees to work banked hours on a shift on which a shift penalty is payable will be paid a pro-rata shift penalty for those hours worked on that shift.
- 9.7 The Hospital must keep proper records of all hours accrued and worked by each employee.
- 9.8 Employees will be entitled to full access to their records of hours accrued and worked under this provision.
- 9.9 Where on termination of employment employees have not worked all their banked hours, MBF may deduct monies paid to an employee for those banked hours from any entitlements owing to the employee by MBF including payment for accrued annual leave and long service leave at the ordinary rate of pay.
- 9.10 Where on termination employees have not taken time off in lieu of additional hours worked, they will be paid for those additional hours worked at the ordinary rate of pay.



10. EXTENDED SHIFTS

- 10.1 Employees may by agreement with their unit manager or Director of Nursing work up to two additional hours per day (extended shift).
- 10.2 Employees will not be paid overtime for working an extended shift where the total hours worked during the roster cycle in which the extended shift is worked does not exceed 76 hours in a 14-day period or their rostered hours for that day.
- 10.3 Where the hours worked by employees who have worked extended shifts exceeds 76 hours in a 14-day period or their rostered hours, the hours must first be deducted from any hours owing to MBF in the employees' bank. If there are no banked hours owed by the employees, they may elect to be paid overtime or take time off in lieu of overtime or have the hours added to their bank in accordance with sub-clause 9.1.2.
- 10.4 Time take off in lieu of overtime or added to overtime or set off against hours banked in lieu of overtime will be calculated according to their ordinary time equivalent.

11. CHANGE OF ROSTER

- 11.1 Individual employees may by agreement with their unit manager or Director of Nursing change their roster, and the Director of Nursing may on short notice direct a change in their roster -
 - 11.1.1 to meet unexpected situations including unforeseen fluctuations in patient dependency; or
 - 11.1.2 for any reasonable ground.
- 11.2 Should the Director of Nursing direct a change in roster on short notice, then -
 - 11.2.1 employees who report for work as rostered on a particular day but are relieved of any further work duties that day will be paid for hours actually worked or for two hours (whether or not worked, and which will be deemed to be hours worked for roster purposes), whichever is the greater;
 - 11.2.2 employees so affected are guaranteed payment for the full complement of work hours provided for in their roster cycle or contract period even if there is no opportunity to work in those hours.
- 11.3 In all cases where there is a change in a roster, hospital management must give proper consideration to the individual employee's family responsibilities and personal commitments, and provide as much notice as is possible.

Registered
Enterprise Agreement
Industrial Registrar

12. RDOs and ADOs

Employees may by agreement with hospital management take their rostered day off or allocated may off in any manner which best suits the parties concerned.

13. PART-TIME EMPLOYEES

13.1 Part-time employees may be agreement with their unit manager or Director of Nursing work additional shifts at the ordinary rate or pay plus any weekend penalty or shift penalty which would normally apply to that shift.

13.2 In utilising this provision, MBF management must not subvert the objectives of the 38-hour week arrangements as expressed in the Award whereby full-time employees work no more than 19 days in each 28-day roster cycle.

Registered
Enterprise Agreement
Industrial Registrar

PART 3 – LEAVE

14. SICK LEAVE

- 14.1 Employees may elect to use up to 25% of the unused portion of the first ten days of their annual sick leave entitlements as annual leave each year.
- 14.2 Employees must make their election on completion of the year in which they were entitled to take sick leave.
- 14.3 The election will apply to the unused balance of the first ten days sick leave for the completed year only and not to sick leave accrued in previous years.
- 14.4 Sick leave taken as additional annual leave under this provision will be paid at the ordinary rate of pay and no leave loading or penalties will be payable by MBF in respect of such leave.
- 14.5 Sick leave taken as additional annual leave under this provision will be taken in accordance with the provisions in the Award relating to the taking of annual leave.
- 14.6 For the purpose of this clause employees taking sick leave will be deemed to be taking sick leave from their entitlement for the current year before accessing any accrued sick leave from previous years.

15 PARENTAL LEAVE

- 15.1 Parental leave consists of -
 - 15.1.1 Maternity Leave (Clause 16);
 - 15.1.2 Paternity Leave (Clause 17);
 - 15.1.3 Adoption Leave (Clause 18).
- 15.2 Employees are entitled to Parental Leave if they have completed 12 months' continuous service with MBF.
- 15.3 The Parental Leave provisions in this Agreement must be read with the Parental Leave provisions in the *Industrial Relations Act 1996 (NSW)* and will not affect any Parental Leave entitlement which an employee may have under that Act.



16. MATERNITY LEAVE

- 16.1 For an employee taking Maternity Leave, MBF must -
 - 16.1.1 provide up to 52 weeks Maternity Leave with the first four weeks paid at the employee's base rate of pay as per Appendix 1, as long as leave does not extend beyond the child's first birthday;
 - 16.1.2 provide the employee with a further two weeks additional pay three

months after the employee has returned to work following a period of maternity leave; and

16.1.3 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.

16.2 Employees will only be entitled to further paid maternity leave after completion of 12 months' continuous service with MBF since a return to work following a period of maternity leave. Payment will be on the same basis as per sub-clause 16.1.1 and 16.1.2.

16.3 Employees wishing to take Maternity Leave must -

16.3.1 provide their manager with a letter at least ten weeks before the date of confinement, confirming the expected date of confinement; an appropriate doctor's certificate is to be included;

16.3.2 provide their manager with a letter at least four weeks before taking leave confirming the expected date commencing Maternity Leave;

16.3.3 provide their manager with a letter advising of their intention to return to work at least four weeks before the end of their Maternity Leave.

17. PATERNITY LEAVE

17.1 For employees taking Paternity Leave, MBF must -

17.1.1 provide four weeks' paid Paternity Leave at the employee's base rate of pay as per Appendix 1 at the time of confinement;

17.1.2 allow a further 48 weeks' unpaid extended Paternity Leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld;

17.1.3 provide the employee with a further two weeks additional pay three months after the employee has returned to work following a period of maternity leave; and

17.1.4 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.

17.2 Employees will only be entitled to further paid paternity leave after completion of 12 months' continuous service with MBF since their return to work following a period of paternity leave. Payment will be on the same basis as per sub-clause 17.1.1-3.

17.3 Employees wishing to take Paternity Leave must -

17.3.1 provide their manager with a letter at least ten weeks before,

Registered
Enterprise Agreement
Industrial Registrar

notifying the expected date of confinement and the dates they propose to start and finish their four weeks' paid leave. An appropriate doctor's certificate should be included; and

- 17.3.2 provide their manager with a letter advising of their intention to return to work at least four weeks before the end of their extended Paternity Leave, if approved.

18. ADOPTION LEAVE

18.1 Adoption Leave is applicable to adopted children less than five years of age.

18.2 For an employee taking Adoption Leave, MBF must -

18.2.1 allow an initial period of four weeks' paid short Adoption Leave at the employee's base rate of pay as per Appendix 2, at the time the child is placed in the employee's care, as long as the employee is the primary care-giver.

18.2.2 allow the employee a further period of up to 48 weeks' unpaid Adoption Leave from the time that employee starts taking care of the child, as long as the employee is the primary care-giver;

18.2.3 provide the employee with a further two weeks' additional pay three months after the employee has returned to work following a period of adoption leave; and

18.2.4 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.

18.3 Employees wishing to take Adoption Leave must -

18.3.1 provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody;

18.3.2 provide their manager with a letter at least ten weeks before, or as soon as practicable, confirming the date they will be starting their leave; and

18.3.3 provide their manager with a letter advising of their intention to return to work at least four weeks before the end of their Adoption Leave.

19. COMMUNITY SERVICE LEAVE

19.1 If an employee is a member of -

19.1.1 the State Emergency Service; or

19.1.2 a volunteer Bush Fire Brigade,

Registered
Enterprise Agreement

Industrial Registrar

MBF will allow reasonable time off work, without loss of pay, (calculated on an employee's average weekly earnings in the previous 12 months) to enable employees to fulfil their obligations to these groups where there is a significant threat to community safety.

19.2 If an employee is a member of the Australian Defence Force Reserve, MBF will allow paid training leave as necessary. MBF will pay the difference between the employee's Reserve pay and usual ordinary earnings.

Registered
Enterprise Agreement
Industrial Registrar

PART 4 - QUALITY, TRAINING AND COMMUNICATION

20 HOSPITAL FORUM

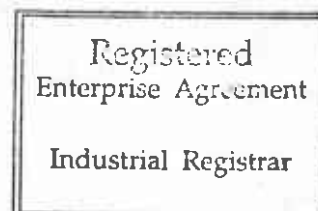
- 20.1 The parties agree that for the objectives of this Agreement to be achieved, there is a need for significant collaboration and co-operation between the Hospital and its employees. The parties agree to continue to utilise the Hospital Forum established under the previous enterprise agreement for this purpose.
- 20.2 The terms of reference of the Hospital Forum are outlined in Appendix 2.
- 20.3 The role of the Hospital Forum will be to -
- 20.3.1 assist the Hospital with developing strategies for achieving the objectives of this Agreement;
 - 20.3.2 monitor the implementation of this Agreement;
 - 20.3.3 discuss issues that may arise out of the implementation of this Agreement and to make recommendations to the CEO of the Hospital; and
 - 20.3.4 raise issues of concern to nursing staff which are not more appropriately dealt with through existing channels.

21 ACCESS TO INFORMATION AND CONFIDENTIALITY

The parties agree that during the implementation of this Agreement, the Hospital may allow Forum members access to information, including confidential information regarding the Hospital's business operations. The confidentiality requirements are outlined in Appendix 3.

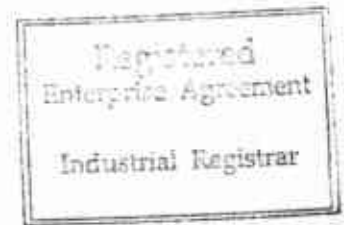
22 PROFESSIONAL DEVELOPMENT AND TRAINING

- 22.1 an objective of MBF is to enhance the personal growth and development of its employees through access to continuing education, training, secondments or, special projects. Accordingly, a comprehensive professional development and training program is being developed.
- 22.2 MBF will provide paid leave of absence to a maximum of ten days per year for nominated NSWNA representatives employed by the Hospital to attend TUTA, ACTU, or specific NSWNA training courses approved by the NSWNA, providing that prior approval is obtained from the Hospital.
- 22.3 The time that an employee is engaged in any NSWNA training course will be taken as service for all purposes.



23. WORKPLACE HEALTH AND SAFETY

- 23.1 The parties to this Agreement are committed to the operation of safe working practices and the good health of all employees.
- 23.2 A review of workplace health and safety procedures will be undertaken by the parties during the life of this Agreement through the statutory committee structures at the Hospital. If necessary, further guidelines and strategies may be developed to enhance health and safety at the Hospital including the provision of training to reduce the incidence and cost of occupational injury and illness.



PART 5 - DISPUTE RESOLUTION

Registered
Enterprise Agreement
Industrial Registrar

24. GRIEVANCES AND DISPUTES

- 24.1 The parties are committed to ensuring that the prevention and resolution of disputes takes place as close to the source of the problem as soon as possible and in a manner that is fair and acceptable in terms of outcomes for all parties.
- 24.2 Should employees have any work-related problem that they are unable to satisfactorily resolve, then -
- 24.2.1 they must discuss the problem with their immediate team leader or supervisor;
 - 24.2.2 the team leader or supervisor must investigate and respond to the problem within three working days;
 - 24.2.3 if the problem cannot be satisfactorily resolved at this stage, the matter must be referred by either party to the next level of management within three working days. If there is some exceptional reason why the problem cannot be discussed with the team leader or supervisor, the employee may proceed to have the problem dealt with under this sub-clause;
 - 24.2.4 at any stage during the process, an employee may be assisted by a fellow employee or union representative;
 - 24.2.5 if the problem cannot be satisfactorily resolved at this level it must be referred by either party to the Hospital CEO;
 - 24.2.6 if the problem cannot be satisfactorily resolved at this level within three working days, it must be referred to the General Manager, Human Resources Services;
 - 24.2.7 if the problem cannot be satisfactorily resolved at this level within three working days, it must be referred to the CEO of MBF;
 - 24.2.8 if the problem is still not satisfactorily resolved it may then be referred to the New South Wales Industrial Relations Commission for conciliation and if necessary, arbitration;
 - 24.2.9 while the dispute or grievance is being processed, work must continue in accordance with the status quo that existed prior to the commencement of the issue;
 - 24.2.10 at all stages of this process team leaders or supervisors or managers must treat the grievance in the same spirit as a customer complaint in that it must be given a high priority relevant to other work; and

- 24.2.11 nothing contained in this procedure may inhibit the General Secretary of the NSWNA from becoming involved in the resolution of the dispute at any stage if such action is conducive to achieving an early resolution of the dispute or grievance or if the dispute or grievance has implications more far-reaching than the immediate issue.
- 24.3 Health and safety matters are exempted from point 24.2.9 of this clause.
- 24.4 Should a dispute or difficulty arise over the interpretation or implementation of this Agreement and the dispute or difficulty is unable to be resolved by the parties through direct dealings between them, it is open to any party to seek the assistance of the New South Wales Industrial Relations Commission in resolving the dispute or difficulty through conciliation, and if necessary, arbitration.



PART 5 - MISCELLANEOUS

25. VARIATION

This Agreement may be varied by the parties at any time during its period of operation provided that the variation in question is -

25.1 in writing;

25.2 signed by the duly authorised representatives of the parties; and

25.3 approved under the *Industrial Relations Act 1996 (NSW)*.

26. POSTING OF AGREEMENT

A copy of this Agreement will be given to all employees covered by this Agreement. A copy will also be provided to all new employees upon induction, and a copy will be displayed where it can be easily read by all employees.

27. ADDRESS FOR SERVICE

Service of any document will be deemed to have been effected by delivery or facsimile transmission to the following addresses:

MBF Australia:

Chief Executive Officer, MBF
Level 16
97-99 Bathurst Street
Sydney, New South Wales
Fax: (02) 9267 7467

Registered
Enterprise Agreement
Industrial Registrar

New South Wales Nurses' Association:

General Secretary
New South Wales Nurses' Association
43 Australia Street
Camperdown, New South Wales, 2050
Fax: (02) 9550 3667

SIGNED for and on behalf of MEDICAL BENEFITS FUND OF AUSTRALIA LIMITED by

Olga Ganopolsky

in the presence of

Witness: Jarvith Dahan

Dated: 26.02.01



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

Moran

in the presence of

Witness: Payne

Dated: 22.02.01

**APPENDIX 1
RATES OF PAY**

Registered Enterprise Agreement Industrial Registrar
--

	4% 1 October 2000	4% 1 October 2001	4% 1 October 2002	4% 1 May 2003
Assistant in Nursing/Trainee Enrolled Nurse under 18 years				
1st year	377.40	392.50	408.20	424.50
2nd year	394.20	409.90	426.30	443.40
Thereafter	409.90	426.30	443.30	461.10
over 18 years				
1st year	445.20	463.00	481.50	500.80
2nd year	459.60	478.00	497.10	517.00
3rd year	473.90	492.90	512.60	533.10
Thereafter	488.70	508.20	528.60	549.70
Enrolled Nurse				
1st year	546.60	568.50	591.20	614.90
2nd year	558.50	580.80	604.10	628.20
3rd year	570.50	593.40	617.10	641.80
4th year	582.60	605.90	630.10	655.30
Thereafter	594.80	618.60	643.30	669.10
Registered Nurse				
1st year	619.60	644.40	670.20	697.00
2nd year	653.40	679.60	706.80	735.00
3rd year	687.10	714.60	743.20	772.90
4th year	723.20	752.10	782.20	813.50
5th year	759.00	789.40	820.90	853.80
6th year	794.90	826.70	859.70	894.10
7th year	835.70	869.20	903.90	940.10
8 th year	870.20	905.00	941.20	978.80
Clinical Nurse Specialist				
	905.70	942.00	979.60	1018.80
Nursing Unit Managers				
Level 1 Year 1	1091.50	1135.10	1180.50	1227.80
Level II	1143.60	1189.30	1236.90	1286.40
Level III	1174.20	1221.10	1270.00	1320.80
Clinical Nurse Consultant	1113.60	1158.20	1204.50	1252.70
Clinical Nurse Educator	905.70	942.00	979.60	1018.80
Nurse Educator				
1st year	1004.60	1044.80	1086.60	1130.10
2nd year	1032.80	1074.10	1117.10	1161.80
3rd year	1058.20	1100.50	1144.50	1190.30
4th year	1113.60	1158.20	1204.50	1252.70

	4% 1 October 2000	4% 1 October 2001	4% 1 October 2002	4% 1 May 2003
Senior Nurse Educator				
1st year	1140.50	1186.10	1233.50	1282.90
2nd year	1163.90	1210.40	1258.80	1309.20
3rd year	1202.90	1251.00	1301.00	1353.10
Assistant Director of Nursing				
100 beds	1174.20	1221.10	1270.00	1320.80
Deputy Director of Nursing				
less than 100 beds	1143.60	1189.30	1236.90	1286.40
100 beds & less than 200 beds	1174.20	1221.10	1270.00	1320.80
200 beds & less than 250 beds	1202.90	1251.00	1301.00	1353.10
250 beds & less than 350 beds	1247.70	1297.60	1349.50	1403.50
350 beds & less than 450 beds	1292.30	1344.00	1397.80	1453.70
450 beds & less than 750 beds	1340.40	1394.00	1449.70	1507.70
750 beds & over	1392.40	1448.10	1506.00	1566.20
Director of Nursing				
Under 25 beds	1178.30	1225.50	1274.50	1325.50
25 beds & less than 50 beds	1247.70	1297.60	1349.50	1403.50
50 beds & less than 75 beds	1274.70	1325.70	1378.70	1433.90
75 beds & less than 100 beds	1301.20	1353.30	1407.40	1463.70
100 beds & less than 150 beds	1338.60	1392.10	1447.80	1505.70
150 beds & less than 200 beds	1383.30	1438.60	1496.20	1556.00
200 beds & less than 250 beds	1428.10	1485.20	1544.60	1606.40
250 beds & less than 350 beds	1481.80	1541.10	1602.70	1666.80
350 beds & less than 450 beds	1571.20	1634.10	1699.40	1767.40
450 beds & less than 750 beds	1662.30	1728.80	1798.00	1869.90
750 beds & over	1766.60	1837.30	1910.80	1987.20

Registered
Enterprise Agreement
Industrial Registrar

APPENDIX 2

MEDICAL BENEFITS FUND OF AUSTRALIA

HOSPITAL FORUM

TERMS OF REFERENCE

1. PURPOSE

The Hospital will establish a Hospital Forum consisting of nursing staff and managers. The role of the forum will be to -

- (a) assist the Hospital with developing strategies for achieving the objectives of this Agreement;
- (b) monitor the implementation of this Agreement generally;
- (c) discuss issues that may arise out of the implementation of this Agreement and to make recommendations to the CEO of the hospital; and
- (d) raise issues of concern to nursing staff which are not more appropriately dealt with through existing channels.

2. COMPOSITION

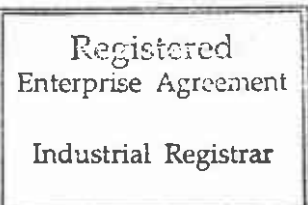
The Forum will consist of representation from nursing staff, managers and the Chief Executive Officer. At least one representative from nursing staff must be a member of the NSWNA. The size and composition of the Forum will be as appropriate given its functions but will not exceed nine members.

The Chief Executive Officer will act as Chairperson of the Forum and ensure that appropriate minutes are kept of all meetings.

An election shall occur every 2 years of the places allocated to nursing staff representatives.

The Forum members must ensure that they consult regularly with other nursing staff and that they also report the activities of the Forum to all nursing staff.

It is envisaged that all constituencies in the Hospital will ultimately be represented in the Forum.



3. MEETINGS

The Forum will meet as often as necessary to ensure that the stated objectives and strategies authorised in this Agreement are effectively implemented.

The Forum will be responsible for developing its own procedures and operating guidelines.

Reasonable notice of meeting must be given to each member or the Forum.

Meetings must be conducted during normal business hours. However, should a member of the Forum be off duty, such time spent in attendance will be paid at the ordinary rate or time off in lieu will be granted.



APPENDIX 3

CONFIDENTIALITY PROTOCOL

This protocol has been drafted for the purpose of ensuring that all persons who participate as members of the Hospital Forum have access to all relevant information while at the same time recognising MBF's legitimate interest in monitoring confidentiality.

In the course of a Forum Member's participation in the MBF Hospital Forum, MBF may elect to disclose information of the following types to the Forum Member:

- financial, technological, strategic or business information;
- research, development, operational, legal, marketing or accounting information;
- technology and intellectual property rights;
- customer and supplier information; and
- other information specifically marked as being confidential.

Registered Enterprise Agreement Industrial Registrar
--

All such information (whether or not about MBF or related companies) will be "Confidential Information" for the purposes of this protocol unless it -

- is trivial in nature;
- is already public knowledge when it is disclosed to Forum Members;
- becomes public knowledge after it is disclosed to Forum Members other than because of a breach of confidentiality by Forum Members or a person to whom the Forum Member discloses it; or
- is in, or comes lawfully into, the possession of Forum Members other than because of a breach of confidentiality by some other person.

In return for MBF disclosing any Confidential Information to Forum Members, all Forum Members will do the following:

1. The Forum Member must hold the Confidential Information in strict confidence and must take all steps necessary to preserve its confidentiality.
2. The Forum Member must not use or copy any Confidential Information in any way except as is legitimately required as part of the Forum Member's participation in the Hospital Forum.
3. All of these restrictions will continue even if the Forum Member's membership or participation in the Forum ends or this Agreement is terminated.
4. If the Forum Member ceases to be a Forum Member or if requested earlier by MBF, the Forum Member must immediately deliver to MBF all forms of any Confidential Information under the possession, power or control of the Forum Member.

FORUM MEMBER UNDERTAKING

I, _____, acknowledge that I have read and understood the Confidentiality Protocol which is Appendix 5 to this Enterprise Agreement. I agree to be bound by the terms of the said Protocol.

Registered
Enterprise Agreement
Industrial Registrar

Signed