

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/266

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

**I.R.C. NO:** IRC5/4712

**DATE APPROVED/COMMENCEMENT:** 4 October 2005 / 4 October 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/153.

**GAZETTAL REFERENCE:** 21 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all nursing staff employed by St Vincent's Private Hospital Lismore, located at Dalley Street Lismore NSW 2480, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award; excluding those nursing staff already employed by the employer under public sector conditions but paid as per the Private Hospital Industry Nurses' (State) Award. These employees shall however be bound by the rates of pay and allowances contained in the agreement; nursing staff employed by the employer under public sector conditions and rates of pay; and nursing staff employed by the employer who work at St Joseph's Aged Care Facility, Dalley Street, Lismore NSW 2480.

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

# ST VINCENT'S PRIVATE HOSPITAL LISMORE NURSES' ENTERPRISE AGREEMENT 2005

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## 1. Title

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

## 2. Parties

This Agreement will be binding on -

- 2.1 St Vincent's Private Hospital Lismore (ABN 15 380 879 043) of Dalley Street, Lismore, New South Wales, 2480 ("the Employer");
- 2.2 New South Wales Nurses' Association (ABN 63 398 164 405) of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("the Association"); and
- 2.3 All nursing staff employed by St Vincent's Private Hospital Lismore (the Employees"), and within the classifications of work contained in the award referred to in paragraph 4.1 of this Agreement, excluding:
  - 2.3.1 those nursing staff already employed by the Employer under public sector conditions but paid as per the Private Hospital Industry Nurses' (State) Award. These Employees shall however be bound by the rates of pay and allowances contained in this Agreement;
  - 2.3.2 those nursing staff employed by the Employer under public sector conditions and rates of pay; and
  - 2.3.3 those nursing staff employed by the Employer who work at St Joseph's Aged Care Facility, Dalley Street, Lismore NSW 2480.

## 3. Duration

- 3.1 This Agreement will take effect on the date of its registration, and remain in force for a period of 3 years.

- 3.2 Negotiations on terms and conditions of employment contained within this Agreement will commence no earlier than 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 ("the Award").
- 4.2 Except as provided for in this Agreement, the provisions of the Award will continue to apply to Employees employed by the Employer.
- 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. Wages and Allowances**

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

Column 1  
6%

Column 2  
4%

Column 3  
4%

- 5.2 The amount of increase specified in Column 1 is payable from the first full pay period following approval of this Agreement by the NSW Industrial Relations Commission and as reflected in Schedule 1 to this Agreement.
- 5.4 The amount of increase specified in Column 2 is payable from the first pay period commencing on or after 1 July 2006 and as reflected in Schedule 1 to this Agreement.
- 5.5 The amount of increase specified in Column 3 is payable from the first pay period commencing on or after 1 July 2007 and as reflected in Schedule 1 to this Agreement
- 5.6 Increases to allowances are to be paid to Employees and are as reflected in Schedule 2 to this Agreement.

#### **6. Higher Grade Duties**

- 6.1 An Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
- 6.2 The provisions of clause 6.1 shall not apply where the period of relief or the period of acting in the higher grade is less than one shift.
- 6.3 Further, the provisions of sub clause 6.1 shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than clause 4, Hours of Work and Free Time of Directors of Nursing of the Award.

#### **7. On-Call Allowance**

- 7.1 An Employee required by his or her Employer to be on call otherwise than as provided in 7.2 and 7.3 hereof shall be paid the sum as set in Item No. 2 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.

- 7.2 An Employee required to be on call on rostered days off in accordance with Clause 3(xv)(b) of the Award shall be paid the sum as set in Item No 3 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- 7.3 An Employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item No 4 of Table 2.
- 7.4 Where an Employee on call leaves the hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an Employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed from time to time by the NSW Department of Health for a "casual" user.
- 7.5 The provisions of this paragraph shall apply to all classifications up to and inclusive of the Nurse Unit Manager classifications.

## **8. Overtime**

- 8.1 A permanent Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of four hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty. Where the overtime connects with the commencement of a normal shift, such overtime shall be regarded as being overtime worked prior to a normal shift as described in Clause 18, subclause (iv)(a) of the Award and the Employee shall not be entitled to any minimum payment.

## **9. Remuneration Packaging**

- 9.1 Full time and permanent part time Employees shall be offered remuneration packaging by the Employer. The Employee shall attract 70% of the tax benefit of the remuneration packaging arrangements. No Employee shall be compelled to enter into a salary packaging arrangement. Employees may exercise their right to continue to receive their applicable salary.
- 9.2 Where the Employer offers remuneration packaging to an individual Employee, the Employer shall allow the Employee a period of no less than 21 days to seek independent advice on the terms of the proposed remuneration packaging.
- 9.3 The terms and conditions of the package offered to an Employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:
- 9.3.1 The Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- 9.3.2 All award and agreement conditions, shall continue to apply;
- 9.3.3 Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements;
- 9.3.4 A copy of the remuneration packaging agreement shall be made available to the Employee;
- 9.3.5 The Employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- 9.3.6 The configuration of the remuneration package shall remain in force for the period agreed between the Employee and the Employer;
- 9.3.7 Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilized, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the Employer and the Employee, any unused benefit may

be carried forward to the next period on the basis that any FBT obligation is accepted by the Employee;

- 9.3.8 In the event that the Employer ceases to attract exemption from payment of Fringe Benefit Tax, the Employer may terminate all remuneration packaging arrangements and the Employee's salary will revert to the applicable rate the Employee would have been entitled to receive but for the remuneration packaging agreement;
- 9.3.9 One month's notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to salaries;
- 9.3.10 In the event that the Employee ceases to be employed by the Employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted;
- 9.3.11 Pay increases granted to Employees in accordance with this agreement shall also apply to Employees subject to remuneration packaging arrangements; and
- 9.3.12 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed shall be calculated by reference to the salary which would have applied to the Employee in the absence of any remuneration packaging arrangements.

## **10. Taking of Annual Leave and ADO's**

- 10.1 The parties acknowledge that it is not beneficial for Employees to have extensive periods of work without regular good quality leisure time. As a result, it is important that annual leave and Additional Days Off (ADO's) are taken regularly.
- 10.2 Annual leave shall be given and shall be taken within a period of six (6) months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six (6) months.
- 10.3 Additional ADO's shall be taken within the roster cycle in which they are accrued unless an alternative arrangement is agreed with the Employee's manager. No more than 5 ADO's may be accrued at any time.

## **11. Parental Leave**

### **11.1 Maternity Leave -**

#### **11.1.1 Eligibility**

To be eligible for paid maternity leave an Employee must have completed at least 40 weeks continuous service. Casual Employees are not eligible for paid maternity leave.

An Employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless;

- 11.1.1.1 there has been a break in service where the Employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- 11.1.1.2 the Employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act, 1987.

## 11.1.2 Entitlement -

Eligible Employees are entitled to paid maternity leave as follows:-

### 11.1.2.1 Paid Maternity Leave -

An Employee is entitled to six weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to four weeks prior to the expected date of birth.

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

Paid maternity leave may be paid:

on a normal fortnightly basis

in advance in a lump sum

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

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

### 11.1.2.2 Unpaid Maternity Leave -

An Employee is entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

## 11.1.3 Applications -

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

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

## 11.1.4 Variation after Commencement of Leave -

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

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

## 11.1.5 Staffing Provisions -

In accordance with obligations established by the Section 69 of the *Industrial Relations Act 1996*, any person who occupies the position of an Employee on maternity leave must be informed that the Employee has the right to return to her former position. Additionally, since an Employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down

clearly; to a fixed date or until the Employee elects to return to duty, whichever occurs first.

#### 11.1.6 Effect of Maternity Leave on Accrual of Leave, Increments etc. -

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

Except in the case of Employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the Employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

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

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

#### 11.1.7 Illness Associated with Pregnancy -

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

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

#### 11.1.8 Transfer to a More Suitable Position -

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

#### 11.1.9 Miscarriages -

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

#### 11.1.10 Stillbirth -

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

#### 11.1.11 Effect of Premature Birth on Payment of Maternity Leave -

An Employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the

child. Should an Employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

#### 11.1.12 Right to Return to Previous Position -

In accordance with the obligations set out in section 66 of the *Industrial Relations Act 1996* an Employee returning from maternity leave has the right to resume her former position.

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

#### 11.1.13 Return for Less than Full Time Hours -

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

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

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

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

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

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

#### 11.1.13 Further Pregnancy While on Maternity Leave -

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

### 11.2 Adoption Leave -

#### 11.2.1 Eligibility -

To be eligible for paid adoption leave an Employee must have completed at least 40 weeks continuous service prior to the date of taking custody of the child. Casual Employees are not eligible for paid adoption leave.

An Employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;



- 11.2.1.1 there has been a break in service where the Employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- 11.2.1.2 the Employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers Compensation Act, 1987.
- 11.2.2 Entitlement -
- 11.2.2.1 Paid Adoption Leave -
- Eligible Employees are entitled to paid adoption leave of six weeks at the ordinary rate of pay from and including the date of taking custody of the child.
- Paid adoption leave may be paid:-
- on a normal fortnightly basis
- in advance in a lump sum
- at the rate of half pay over a period of twelve weeks on a regular fortnightly basis.
- Recreation and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.
- 11.2.2.2 Unpaid Adoption Leave -
- Eligible Employees are entitled to unpaid adoption leave as follows:
- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the Employee and the Employer.
- 11.2.3 Applications -
- Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 11.2.4 Variation after Commencement of Leave -
- After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of four week's notice must be given, although an Employer may accept less notice if convenient.
- 11.2.5 Other provisions for Adoption Leave -
- The conditions relating to Staffing Provisions, Effect of Adoption Leave on Accrual of Leave, Increments, etc, Right to return to previous position and Return for Less than Full Time Hours shall be as per maternity leave conditions.

### 11.3 Liability for Superannuation Contributions -

During a period of unpaid maternity leave or unpaid adoption leave, the Employer will not be required to meet the Employee's superannuation liability.

### 11.4 Permanent Part Time and Casual Employees -

Permanent part-time Employees as defined in clause 25, Part-time, Casual and Temporary Employees, of the award (viz., Employees engaged on a permanent part-time basis for less than the full-time hours of work) who do not receive the part-time loading but instead receive proportionate full-time conditions of employment are covered by this clause.

As such, these permanent part-time Employees (as specified) are entitled to pro-rata paid maternity leave after 40 weeks continuous service.

Casual Employees do not have an entitlement to paid parental leave.

### 11.5 Paternity Leave -

The paternity leave provisions of the *Industrial Relations Act 1996*, as amended from time to time, shall apply. At the commencement of this award, the Act provides that an Employee is entitled to a total of 52 weeks unpaid paternity leave, consisting of:

11.5.1 an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave); and

11.5.2 a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).

An Employee resuming duty after a period of paternity leave shall be entitled to return for less than full time hours, on the same basis as applies to Employees returning from maternity leave.

## **12. Casual Employee's Conversion to Full-Time Or Regular Part-Time Employment**

12.1 This clause only applies to a regular casual Employee.

12.2 A regular casual Employee means a casual Employee who is employed by an Employer on a regular and systematic basis (that is, consistent numbers of hours of work in each roster cycle) for a period of employment of at least six months.

12.3 It is the intention of the parties that casual Employees should not work more than 38 hours within any roster period of one week, averaged over a four week cycle.

12.4 A regular casual Employee who has been engaged by the Employer for at least six months, may apply to the Director of Nursing (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.

12.5 Where a casual Employee seeks to convert to full-time or regular part-time employment, the Employer may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Employer may have regard to any of the following factors:

12.5.1 the size and needs of the workplace or;

12.5.2 the nature of the work the Employee has been doing;

12.5.3 the qualifications, skills, and training of the Employee;

12.5.4 the trading patterns of the workplace or (including cyclical and seasonal trading demand factors);

12.5.5 the Employee's personal circumstances, including any family responsibilities; and

12.5.6 any other relevant matter.

12.6 An Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this clause.

12.7 Nothing in this clause obliges a casual Employee to convert to full time or regular part-time employment, nor permits an Employer to require a casual Employee to so convert.

### **13. Public Holidays**

13.1 For the purpose of this agreement, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, and Boxing Day.

13.2 In addition to those public holidays specified in subclause 13.1, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur between Christmas and New Year within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday. The date of the extra public holiday shall be nominated by the Employer before 1st July each year. This extra public holiday shall apply in substitution for any local public holidays proclaimed eg Race Day/Show Day and in substitution for any Bank holiday proclaimed in New South Wales.

13.3 Employees wishing to be absent from duties on Race or Show day may arrange for annual leave or leave without pay to be taken subject to agreement being reached with his/her manager.

### **14. Reasonable Workloads for Nurses**

14.1 The Employer has a responsibility to provide reasonable workloads for Employees.

14.2 Reasonable workloads shall be assessed using Trendcare in conjunction with clinical assessments which will take into account acuity, skill mix, specialization where relevant, and geographical and other local requirements and resources.

14.3 The following procedure will apply to resolve workload matters or staffing grievances directly arising from nursing workload issues:

14.3.1 A grievance in relation to such matter shall first be raised by Employee/s at the ward/unit level with the Nursing Unit Manager responsible (or the appropriate manager). Employees are able to raise these concerns at the regular ward meetings or other time, but should raise the matter at the first possible convenience.

14.3.2 If the matter remains unresolved, it should be referred to the Director of Nursing of the hospital.

14.3.3 If the matter remains unresolved, it should be referred to the Chief Executive Officer and the Association for consideration and recommendation.

14.3.4 If the matter remains unresolved, it should be dealt with in accordance with the the Grievance and Dispute Procedures.

### **15. Grievance and Dispute Procedures**

15.1 The St Vincent's Hospital Grievance Management System shall be used to resolve disputes during the life of this Agreement. The detailed policy and procedure can be viewed from the policy and procedure index. A summary of the procedure is attached as schedule two.

- 15.2 At any stage of the procedure, the Employee(s) may elect to be represented by the Association or an Association workplace representative.
- 15.3 Should a dispute be unable to be resolved through the Grievance and Dispute Procedures, either party may refer the matter to the NSW Industrial Relations Commission for resolution.

#### **16. Anti Discrimination**

- 16.1 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, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- 16.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 16.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 16.4.3 any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
  - 16.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### **17. No Extra Claims**

- 17.1 This Agreement in conjunction with the Private Hospital Industry Nurses' (State) Award is intended to deal comprehensively with all wages, allowance and conditions for Employees employed by the Employer. The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described made during the development of this Agreement.
- 17.2 The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process.
- 17.3 The parties must not under any circumstances seek to vary this Agreement except by the consent of the parties.
- 17.4 The Employer agrees not to become a party to any Australian Workplace Agreements with any Employees covered by this Enterprise Agreement prior to its expiry.

Dated this 30th day of August 2005.

\_\_\_\_\_  
(signed on behalf of St Vincent's Hospital)

\_\_\_\_\_  
(signed on behalf of NSW Nurses' Association)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness)

### SCHEDULE 1 - WAGES

Classification	Column 1 First Full Pay Period on or after date of registration of Agreement	Column 2 First Full Pay Period falling on or immediately after 1 July 2006	Column 3 First Full Pay Period falling on or immediately after 1 July 2007
Assistant in Nursing Under 18			
1st Year	494.40	514.20	534.80
2nd Year	516.10	536.70	558.20
Thereafter	536.80	558.30	580.60
Assistant in Nursing Over 18			
1st Year	583.20	606.50	630.80
2nd Year	601.70	625.80	650.80
3rd Year	620.70	645.50	671.30
Thereafter	640.00	665.60	692.20
Trainee Enrolled Nurse Under 18			
1st Year	494.40	514.20	534.80
2nd Year	516.10	536.70	558.20
Thereafter	536.80	558.30	580.60
18 or over			
1st Year	583.20	606.50	630.80
2nd Year	601.70	625.80	650.80
3rd Year	620.70	645.50	671.30
Thereafter	640.00	665.60	692.20
Enrolled Nurse			
1st Year	715.60	744.20	774.00
2nd Year	731.40	760.70	791.10
3rd Year	747.20	777.10	808.20
4th Year	763.00	793.50	825.20
Thereafter	778.90	810.10	842.50
Enrolled Nurse - Medication Endorsement			
1st Year	731.40	760.70	791.10
2nd Year	747.20	777.10	808.20
3rd Year	763.00	793.50	825.20
4th Year	778.90	810.10	842.50
Thereafter	794.90	826.70	859.80
RN general, MR, Psych, Infants, Geriatric, Midwifery			
1st Year	811.40	843.90	877.70
2nd Year	855.70	889.90	925.50
3rd Year	899.80	935.80	973.20
4th Year	947.20	985.10	1024.50
5th Year	994.10	1033.90	1075.30
6th Year	1041.10	1082.70	1126.00
7th Year	1094.60	1138.40	1183.90

8th Year	1139.60	1185.20	1232.60
Clinical Nurse Specialist	1186.00	1233.40	1282.70
Clinical Nurse Consultant (appointment prior to 31/12/99)	1458.30	1516.60	1577.30
Clinical Nurse Consultant Grade 1			
1st Year	1425.60	1482.60	1541.90
2nd Year	1454.70	1512.90	1573.40
Clinical Nurse Consultant Grade 2			
1st Year	1483.60	1542.90	1604.60
2nd Year	1513.00	1573.50	1636.40
Clinical Nurse Consultant Grade 3			
1st Year	1571.00	1633.80	1699.20
2nd Year	1600.30	1664.30	1730.90
Nursing Unit Manager			
Level 1	1429.50	1486.70	1546.20
Level 2	1497.40	1557.30	1619.60
Level 3	1537.70	1599.20	1663.20
Clinical Nurse Educator	1186.00	1233.40	1282.80
Nurse Educator			
1st Year	1315.70	1368.30	1423.00
2nd Year	1352.80	1406.90	1463.20
3rd Year	1386.00	1441.40	1499.10
4th Year	1458.30	1516.60	1577.30
Senior Nurse Educator			
1st Year	1492.30	1552.00	1614.00
2nd Year	1522.90	1583.80	1647.20
3rd Year	1573.90	1636.80	1702.30
Mothercraft Nurse			
1st Year	769.50	800.30	832.30
2nd Year	794.00	825.80	858.80
3rd Year	822.60	855.50	889.70
4th Year	850.30	884.30	919.70
5th Year	878.40	913.50	950.00
6th Year	907.50	943.80	981.60
7th Year	926.80	963.90	1002.50
8th Year	947.40	985.30	1024.70
9th year	967.10	1005.80	1046.00
Residential Care Nurse			
1st Year	698.30	726.20	755.20
2nd Year	712.30	740.80	770.40
3rd Year	726.20	755.20	785.40
4th Year	742.90	772.60	803.50
Thereafter	756.50	786.80	818.30
Nurse undergoing Pre- Registration training	699.70	727.70	756.80
Nurse Practitioner			
1st Year	1571.00	1633.80	1699.20
2nd Year	1600.30	1664.30	1730.90
3rd Year	1641.20	1706.80	1775.10
4th Year	1682.20	1749.50	1819.50
Assistant Director of Nursing - 100 beds and over	1536.36	1597.82	1661.73
Deputy Director of Nursing			
Less than 100 beds	1496.19	1556.04	1618.28

100 beds, less than 200 beds	1536.36	1597.82	1661.73
200 beds, less than 250 beds	1573.89	1636.84	1702.32
250 beds, less than 350 beds	1632.72	1698.03	1765.95
350 beds, less than 450 beds	1691.23	1758.88	1829.23
450 beds, less than 750 beds	1753.66	1823.81	1896.76
750 beds and over	1821.82	1894.70	1970.48
Director of Nursing			
Less than 25 beds	1541.98	1603.66	1667.81
25 beds, less than 50 beds	1632.61	1697.92	1765.83
50 beds, less than 75 beds	1668.02	1734.74	1804.13
75 beds, less than 100 beds	1702.68	1770.79	1841.62
100 beds, less than 150 beds	1751.65	1821.72	1894.58
150 beds less than 200 beds	1809.95	1882.35	1957.64
200 beds, less than 250 beds	1868.78	1943.53	2021.27
250 beds, less than 350 beds	1939.16	2016.73	2097.40
350 beds, less than 450 beds	2055.98	2138.22	2223.74
450 beds, less than 750 beds	2175.23	2262.24	2352.72
750 beds and over	2311.65	2404.11	2500.28

**Table 2 - Other Rates and Allowances**

Clause No.	Description	First Full Pay Period falling on or immediately on date of registration of Agreement	First Full Pay Period falling on or immediately after 1 July 2006	First Full Pay Period falling on or immediately after 1 July 2007
12(i)(a)	General nurse in charge of hospital	23.19 per shift	24.12 per shift	25.09 per shift
12(ii)(a)	On call allowance	2.53 per hour. Minimum payment 20.24	2.63 per hour. Minimum payment 21.04	2.74 per hour. Minimum payment 21.92
12(ii)(b)	On call allowance on rostered day off	5.08 per hour with a minimum payment of 40.64	5.28 per hour with a minimum payment of 42.24	5.49 per hour with a minimum payment of 43.92
12(ii)(c)	On call during meal break	9.98 per break	10.38 per break	10.79 per break
12(iii)(a)	Director of Nursing performing radiographic duties	28.30 per week	29.43 per week	30.61 per week
12(iii)(c)	Employees performing radiographic duties in the absence of Director of Nursing	5.66 per day maximum of 28.30 per week	5.89 per day maximum of 29.43 per week	6.12 per day maximum of 30.61 per week
12(iv)	Employee wearing lead apron	1.40 per hour or part thereof	1.46 per hour or part thereof	1.52 per hour or part thereof
12(i)(b)	Registered Nurse in charge of ward	23.19 per shift	24.12 per shift	25.09 per shift
12(v)(a)	Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds	34.79 per shift	36.18 per shift	37.64 per shift
16(iii)	Uniform Allowance	7.22 per week including comprising 5.52 per week for uniform plus 1.70 per week for shoes.  Cardigan or jacket 1.66 per week	7.22 per week including comprising 5.52 per week for uniform plus 1.70 per week for shoes.  Cardigan or jacket 1.66 per week	7.22 per week including comprising 5.52 per week for uniform plus 1.70 per week for shoes.  Cardigan or jacket 1.66 per week

		Stocking 2.86 per week Sock 0.56 per week	Stocking 2.86 per week Sock 0.56 per week	Stocking 2.86 per week Sock 0.56 per week
16(iv)	Laundry Allowance	4.59 per week	4.59 per week	4.59 per week
29(a)(iii)	Charge for meals - Breakfast Other meals	3.54 per meal 6.46 per meal	3.68 per meal 6.72 per meal	3.83 per meal 6.99 per meal