

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/126

TITLE: Nurses Preterm Foundation Enterprise Agreement 1997

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 1 July 1997

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

**COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Nurses employed by Preterm Foundation**

PARTIES: Preterm Foundation Limited -&- New South Wales Nurses' Association



NURSES, PRETERM FOUNDATION, ENTERPRISE AGREEMENT 1997



1. TITLE

This agreement shall be known as the Nurses, Preterm Foundation, Enterprise Agreement 1997.

2. PARTIES BOUND

- (i) The parties to this agreement are
 - (a) The Preterm Foundation, 300 Bridge Road, Camperdown, 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. DEFINITIONS

- (i) Unless the context otherwise indicates or requires, the several expressions hereinafter defined shall have the respective meanings assigned to them.

"Assistant in Nursing" means a person, other than a registered nurse, student nurse, trainee or enrolled nurse who is employed on nursing duties.

"Association" means the New South Wales Nurses Association

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

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

"Casual Employee" means an employee engaged on an hourly basis other than as a permanent part-time or full-time employee.

"Clinical Nurse Consultant" means a registered nurse appointed to such a position approved by the Foundation and who has had at least 5 years post-basic registration experience and who has in addition approved post basic nursing qualifications in the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Foundation.

"Clinical Nurse Specialist" means a registered nurse with specific qualifications and twelve months' experience working in the clinical area of her/his specified post-basic qualification.

"Employer" means the Preterm Foundation.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Experience" means (in relation to an assistant in nursing, enrolled nurse, or trainee enrolled nurse) experience both before and after the commencement of this agreement whether within New South Wales or elsewhere, and in the case of a trainee enrolled nurse, enrolled nurse or assistant in nursing, who was formerly a student nurse, includes experience as such student nurse.

A year of experience for part time and casual experience shall be 1976 hours.

"Foundation" means the Preterm Foundation.

"Nurse" means a registered nurse or an enrolled nurse or an assistant in nursing.

"Nursing Unit Manager" means a Nursing Unit Manager Level II as defined by the Award.

"The Workplace Consultative Committee" means the committee established pursuant to Clause 8 of this Agreement.

"Permanent Part-time Employee" means a person who is permanently appointed by the Foundation to work a specific number of hours which are less than those prescribed for a full time employee, such hours being not less than 12 hours per week.

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

"Service" means (in relation to a registered nurse) service before or after the commencement of this award in New South Wales or elsewhere as a general nurse, geriatric nurse, mental retardation nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be; provided that following initial registration as a general, mental retardation or psychiatric nurse, all subsequent registered service shall count.

A year of service for part time and casual service shall be 1976 hours.

- (ii) Where a term in this agreement is not defined in this agreement, reference shall be made to the Award for interpretation.

4. COMMITMENT

- (i) The parties agree to work together to develop a committed, flexible and highly skilled nursing workforce that is focused on customer service and productivity and on a working environment which is mutually rewarding to the Foundation and all of the nurses employed by it.
- (ii) The parties acknowledge and accept, however, that the move to enterprise agreements with the consequent need for both parties, and all nurses to develop an "enterprise focus" and a cooperative approach to work place issues.





- (iii) The parties are committed to the concept of continuous improvement and to the delivery of a high standard of service to customers of the Foundation.
- (iv) The parties agree to cooperate during the life of this agreement in such further discussions or consultative processes that may be seen as necessary or desirable in the interests of the implementation of this agreement.
- (v) The parties agree that the commitment of the nursing workforce to continuous improvement and their cooperation with projects and other initiatives designed to improve the efficiency and quality of the nursing services provided, is fundamental to the success of the enterprise bargaining process and to the Foundation maintaining accreditation by the Australian Council on Health Care Standards.

5. WAGE RATES

- (i) The salaries shall be those prescribed in Annexure A to this agreement on and from the dates set out therein. Provided that a Registered Nurse working at the 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.
- (ii) In addition to the salaries prescribed in 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 January 1998
 - (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.
- (iii) The salary increases in subclause 5(ii) are subject to and intended to reflect the increases to apply under the Public Hospital Nurses (State) Award.

6. QUALITY ASSURANCE PROJECTS

The parties agree that, pursuant to the commitment set out in Clause 4, they shall cooperate on the following specific projects:

(i) Customer Satisfaction Survey

The parties agree that the unique nature of the service provided by the Foundation poses difficulties in developing a customer satisfaction indicator linked to payment. The major difficulty is in undertaking the survey using appropriate survey techniques while maintaining client confidentiality.

However, the parties acknowledge that information regarding customer satisfaction is an important factor in analysing quality of service. Further the parties agree that the results of any customer satisfaction survey carried out by the Foundation will be considered by the Workplace Consultative Committee, who will make recommendations regarding strategies to be implemented to overcome any deficiencies in the nursing service identified in the survey.

(ii) Examination of work flow

The parties agree that the efficient flow of clients through the various sections of the Foundation is an important aspect of productivity.

Further, the parties agree that the results of the study of work flow proposed by the Foundation will be examined by the Workplace Consultative Committee.

The Committee will identify those factors which impinge on the efficiency of nurses and make recommendations on strategies for implementation which will address those problems.

(iii) Other quality assurance projects as agreed by the parties

7. WORKPLACE CONSULTATIVE COMMITTEE

The parties agree that to achieve the objectives set out in Clause 4, Commitment, it is critical that an atmosphere of mutual trust and cooperation be maintained.

Whilst the parties intend that there shall be an ongoing high level of informal cooperation in the interests of achieving the objectives of this enterprise agreement, the parties agree that the following formal consultative mechanisms should be established to achieve the specific objectives enunciated in this agreement. They are:-

(A) The Workplace Consultative Committee

This Committee shall consist of two senior representatives from the Foundation Management, as nominated by the Foundation, and two representatives of the nursing workforce in the Foundation, as nominated by the Association and is intended by the parties to be the principal forum for information exchange, consultation and/or negotiation between the parties.

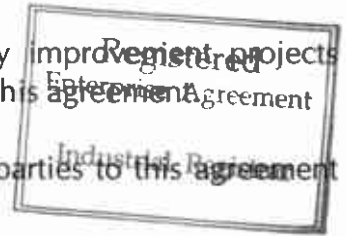
The parties agree that this Committee will meet during normal working hours as often as is required but in any event, not less than every three months during the term of this agreement.

The quorum shall comprise three members of the Committee, one of whom shall be a management representative and two of whom shall be representatives from the nursing workforce.

The parties intend and agree that the Workplace Consultative Committee will take the responsibility for the proper implementation and monitoring of the operation of this agreement and in particular will:-

- (i) Consider any proposals that may emanate from the Foundation or the Association for the establishment of further performance indicators and provide the Foundation and the Association with advice and recommendations with respect to the utility of any such proposals in the context of this agreement.

- (ii) Undertake the work associated with the productivity improvement projects referred to in Clause 6, Quality Assurance Projects, of this agreement
- (iii) Consider any other matter seen as appropriate to the parties to this agreement for it to consider.



(B) Occupational Health and Safety

- (i) The parties are committed to achieving healthier and safer jobs via work place changes and agree that this can be achieved in tandem with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to managing occupational health and safety issues which aims to:-
- (a) Control hazards at source;
 - (b) Reduce the incidence and cost of occupational injury and illness;
 - (c) Review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety; and
 - (d) Provide a rehabilitation system for nurses affected by occupational injury or illness.
- (ii) The parties agree that the Workplace Consultative Committee shall obtain external expert advice on occupational health and safety matters affecting nurses as may be appropriate.
- (iii) The Foundation recognises that it bears the legal responsibility both at common law and by statute to provide a safe and healthy place/system of work and acknowledges that the involvement of the Association and nurse employees on the Workplace Consultative Committee does not render those nurse employees liable at law for any adverse outcomes or consequences arising out of the application of the standards and criteria established by that committee.

8. OVERTIME

- (i) Except as provided for by this clause, overtime shall be paid in accordance with the Award.
- (ii) Any nurse that works overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- (iii) This agreement is subject to the following provisos:-
- (a) Time off in lieu must be taken within six months of it being accrued at ordinary rates;
 - (b) Where it is not possible for a nurse to take the time off in lieu within the six month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- (c) Nurses cannot be compelled to take time off in lieu of overtime.
- (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Foundation is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
- (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (f) Each employee shall notify the Foundation as to the method by which they wish to be compensated for working overtime. Such election is to be made in writing by the employee within one month of the commencement of their employment and thereafter at 31 January each year. The term of the election shall be until 30 January in the next calendar year. The election shall be irrevocable during its term except by agreement in writing between the employee and the Foundation.
- (iv) The parties further agree to work together to establish strategies, policies and procedures to maximise the chances that in each location or setting where nurses elect to take time off in lieu of overtime that it will, in fact, be possible for those nurses to have the time off within the specified six month period.

9. HOURS OF DUTY

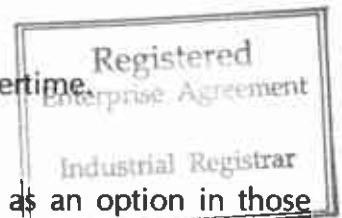
(i) Full-time Employees

The hours of duty shall be as prescribed in the Award,

(ii) Permanent Part-time Employees

The hours of duty shall be as prescribed in the Award, provided that:-

- (a) the minimum payment for an employee working less than full-time hours, on any shift on a Monday to Friday, shall be seven hours;
- (b) the minimum payment for an employee working less than full-time hours, on any other days, shall be four hours;
- (c) permanent part-time employees shall be employed for not less than 12 hours in each period of seven days.



- Registered
Provisional
12.00 noon and 3.00pm
- (iii) Each employee shall be allowed an unpaid break of thirty minutes. Provided that by agreement between the employee and the employer the meal break may be of sixty minutes duration. Such break shall occur between 12.00 noon and 3.00pm. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.
- (iv) At least two intervals of ten minutes (in addition to meal breaks) shall be allowed to each employee on duty for light refreshments during each ordinary shift of 8 or 10 hours as the case may be. Provided that an employee who works less than the full time number of hours shall be allowed at least one interval of ten minutes. Such time shall count as working time.

10. PENALTY RATES

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at or after 10.00am and before 1.00pm	- 10%
Afternoon shift commencing at or after 1.00pm and before 4.00pm	- 12½%
Night shift commencing at 4.00pm and before 4.00am	- 15%
Night shift commencing at 4.00am and before 6.00am	- 10%

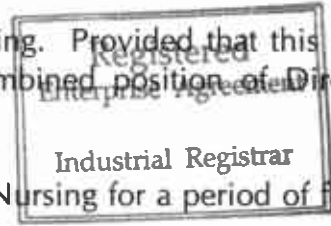
- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that any employee works less than 38 hours per week.
- (iii) Employees whose ordinary working hours include work on a Saturday shall be paid at the rate of time and one half. This rate shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i).

11. PART-TIME AND CASUAL EMPLOYEES

Entitlements for part-time and casual employees shall be as prescribed in the Award, as subject to the terms and conditions of this agreement.

12. DIRECTOR OF NURSING

- (i) There shall be established a position of Director Of Nursing. Provided that this position may be filled by a registered nurse appointed to a combined position of Director of Nursing and Executive Officer.
- (ii) An employee who relieves in the position of Director Of Nursing for a period of five days or more shall be paid at the higher rate for such period.
- (iii) The Director of Nursing position is graded at the equivalent of Nurse Manager Grade 5 under the Award and shall be paid not less than the amount set out for the classification in Schedule A.



13. NURSING UNIT MANAGER

There shall be established a full-time Nursing Unit Manager position. The parties recognise that the position is properly graded as a Nursing Unit Manger Level II as defined by the Award.

14. BRANCH SECRETARY

The accredited Branch Secretary or an approved delegate of the Branch 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.

The Branch Secretary or an accredited delegate shall be entitled to confer with management during working hours, without loss of pay, on any matter affecting or likely to affect in any way members of the Association employed by the Foundation.

15. ANNUAL LEAVE

Annual leave shall be granted in accordance with the Award.

16. ANNUAL LEAVE LOADING

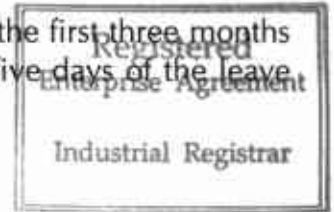
Annual leave loading shall be granted in accordance with the Award.

17. LONG SERVICE LEAVE

Long service leave shall be granted as prescribed in the Long Service Leave Act, 1955, as amended.

18. SICK LEAVE

Sick leave shall be granted in accordance with the Award provided that in the first three months of continuous service at the Foundation an employee shall be entitled to five days of the leave provided for by the Award.

**19. CARER'S LEAVE**

Carer's leave shall be granted in accordance with the Award.

20. PARENTAL LEAVE

- (i) Maternity leave shall be granted in accordance with the Award.
- (ii) Parental Leave, other than Maternity Leave, shall be as provided for by the Industrial Relations Act, 1996.

21. PUBLIC HOLIDAYS

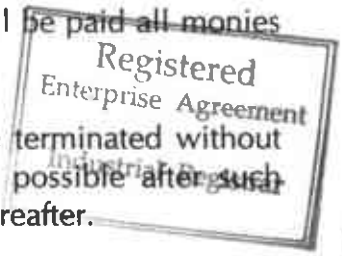
Public holidays shall be granted in accordance with the Award.

22. PAYMENT OF SALARY

- (i) All salaries and other payments shall be paid fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the deposit being made, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day. Employees who are rostered off duty on pay day shall be entitled to have their salary deposited before proceeding on annual leave or long service leave.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 25, Termination of Employment, of this Agreement, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.



- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars: name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) The amount of occupational superannuation shall be shown on the employee's pay slip on a monthly basis.

23. EXAMINATION LEAVE

A permanent employee may apply for paid examination leave to a maximum of one day per subject per session, provided that such course is relevant to the employee's work and is approved by the Director of Nursing.

24. TERMINATION OF EMPLOYMENT

Termination of employment shall be in accordance with the provisions of the Award.

25. REDUNDANCY

Preterm 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.

26. DISPUTES

- (i) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by Preterm and the Association or its representatives, disputes may be submitted to a committee consisting of not more than four members with equal representation of the Preterm Council and the Association. Such committee shall have the power to investigate all matters in dispute and to report to the Council and the Association respectively with such recommendations as it may think right, and in the event of no mutual decision being arrived at by such a committee the matter in dispute may be referred to the Industrial Registrar.

- (ii) Nothing in (i) above shall prevent the Association commencing dispute proceeding without the conduct of a disputes committee where, in the opinion of the Association, the dispute involves matters of occupational health and safety.



27. RIGHT OF ENTRY

Right of entry shall be in accordance with the provisions of the Industrial Relations Act 1996, as amended.

28. RESERVED MATTERS

Leave is reserved to the Association to seek further agreement during the life of this enterprise agreement in relation to the following matters;

- (i) Reinstatement of paid meal breaks.
- (ii) Classification of individual nurses as Clinical Nurse Specialists.

29. AREA, INCIDENCE AND DURATION

- (i) This agreement shall apply to all nurses employed by the Foundation.
- (ii) This agreement shall determine all of the conditions of employment of the employees which are capable of inclusion on an award and operates to the full and total exclusion of the provisions of the:
 - (a) Nurses, Other Than in Hospitals &c., (State) Award, and the
 - (b) Former Industrial Agreement No 8621, between the Preterm Foundation and the New South Wales Nurses' Association, and the
 - (c) Nurses, Preterm Foundation, Enterprise Agreement No 370/94.
- (iii) This agreement shall have effect from the date it is registered and will remain in force for 2 years thereafter.

SIGNATORIES

New South Wales Nurses' Association



Julie Venamore

.....
Julie Venamore
Acting General Secretary
Date: 3rd June 1997

[Signature]

.....
Witness

Preterm Foundation

Colleen Hannon MA

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Date: 29 May 1997

[Signature]

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Witness

SCHEDULE A**WAGE RATES**

Registered
Enterprise Agreement
Industrial Registrar

Award Classification	\$ per week
<u>Assistant in Nursing -</u> First year of experience Second year of experience Third year of experience Thereafter	395.60 408.30 421.10 434.20
<u>Enrolled Nurse</u> First year of experience Second year of experience Third year of experience Fourth year of experience Thereafter	485.70 496.30 507.00 517.70 528.40
<u>Registered Nurse</u> First year of service Second year of service Third year of service Fourth year of service Fifth year of service Sixth year of service Seventh year of service Eighth year of service	550.60 580.60 610.60 642.50 674.40 706.30 742.60 773.10
<u>Clinical Nurse Specialist</u>	804.80
<u>Clinical Nurse Consultant</u>	989.50
<u>Nursing Unit Manager (Level II)</u>	1016.20
<u>Director of Nursing</u>	1184.40