

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/6

**TITLE:** Haymarket Foundation Nurses Enterprise Agreement 2005

**I.R.C. NO:** IRC5/5689

**DATE APPROVED/COMMENCEMENT:** 25 November 2005 / 25 November 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA00/154.

**GAZETTAL REFERENCE:** 20 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to nurses employed by Haymarket Foundation Limited, located at 165B Palmer Street, East Sydney NSW 2010, who fall within the coverage of the Nurses, &c., Other Than in Hospitals, &c. (State) Award.

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

# **THE HAYMARKET FOUNDATION (NURSES) ENTERPRISE AGREEMENT 2005**

## **1. ARRANGEMENT**

### **Part A**

25	Alternative Arrangements
12	Annual Leave
13	Annual Leave Loading
26	Anti Discrimination
3	Area, Incidence and Duration
1	Arrangement
4	Definitions
22	Disputes
5	Hours of Duty
15	Long Service Leave
9	Overtime
20	Parental Leave
2	Parties Bound
10	Part-Time and Casual Employees
18	Payment of Salaries
8	Penalty Rates for Weekend and Shift Work
14	Public Holidays
23	Redundancy
21	Right of Entry
6	Salaries
24	Salaries Packaging
17	Short Leave
16	Sick Leave
7	Special Allowances
19	Termination of Employment
6A	Transitional Arrangements - Registered Nurse Incremental Scale
11	Uniform & Laundry Allowance

### **Part B Monetary Rates**

Table 1 Salaries

Table 2 Allowances

## **2. PARTIES BOUND**

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

## **3. AREA, INCIDENCE AND DURATION**

- (i) This Agreement shall apply to nurses employed by the Company under the classifications in Clause 6, Salaries, hereof.

- (ii) This Agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an award and operates to the full and total exclusion of:
- (a) Nurses', Other Than in Hospitals &c., (State) Award, and the
  - (b) Haymarket Foundation Nurses Enterprise Agreement 2000.
- (iii) The Agreement shall operate from the beginning of the first pay period to commence on or after the date the agreement is certified and will remain in force for a period of three years.

#### **4. DEFINITIONS**

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

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

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

"Board" - means the New South Wales Nurses and Midwives Registration Board.

"Clinic" - means The Haymarket Foundation Clinic.

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

"Company" - means The Haymarket Foundation Limited.

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

"Service" - means service with The Haymarket Clinic.

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

#### **5. HOURS OF DUTY**

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

#### **6. SALARIES**

- (i) All employees affected by this Agreement shall have supplied to them a copy hereof.
- (ii) The salaries shall be those prescribed in Table 1 of Annexure A to this agreement on and from the dates set out therein. Provided that a Registered Nurse working at the Haymarket Foundation shall not be paid a lower rate per week under this clause than that which would be payable were that Nurse employed as a Registered Nurse under the Award.
- (iii) In addition to the salaries and allowances prescribed in Table 1 and Table 2 of Annexure A to this agreement each of the following further increases shall also be payable:
- 3% from the first pay period after 1 January 2005\*
  - 3% from the first pay period after 1 July 2005\*
  - 4% from the first pay period after 1 July 2006

- 4% from the first pay period after 1 July 2007

**\*NOTE:** The parties have agreed that the first and second increase to rates of pay shall apply by administrative action from the first pay period after the 1 January 2005 and 1 July 2005 respectively.

**6A. TRANSITIONAL ARRANGEMENTS - REGISTERED NURSE INCREMENTAL SCALE**

- (i) For the purposes of this clause “transitional date” means the first pay period commencing on or after 1 March 1997.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse’s current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse’s incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment, under this award, which commence on or after the transitional date.
- (iv) Transitional Table:

<b>Column A</b>	<b>Column B</b>
(Old incremental scale)	(New incremental scale)
First year of service	First year of service
Second year of service	First year of service
Third year of service	Second year of service
Fourth year of service	Third year of service
Fifth year of service	Fourth year of service
Sixth year of service	Fifth year of service
Seventh year of service	Sixth year of service
Eighth year of service	Seventh year of service
UGI	Eighth year of service
Note: For the purposes of the old incremental scale only, a registered nurse who has obtained an appropriate degree in Nursing or Applied Science(Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a “UGI”qualification) shall enter the incremental scale on the second year of service	

- (v) The year of service determined by this clause shall be year of service only for the purposes of clause 4 Salaries. In particular this clause shall not affect the definition of service for the purposes of clause 12 Annual Leave; clause 14 Long Service Leave, or clause 15 Sick Leave.
- (vi) A registered nurse’s anniversary date for the purpose of moving to the next year of service is not affected by this clause.

## **7. SPECIAL ALLOWANCES**

### **(i) Meal Allowance**

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

### **(ii) Meal Allowance on Overtime**

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

### **(iii) Transport Allowance**

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

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

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

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

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

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

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

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

## **9. OVERTIME**

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

## **10. PART-TIME AND CASUAL EMPLOYEES**

### **(i) Part-Time Employees**

(a) A part-time employee means an employee who is employed to work fewer than 38 hours per week.

(b) The conditions applying to a part-time employee shall be those prescribed for a permanent part-time employee by the Award as varied from time to time

(ii) **Casual Employees**

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

(iii) **Temporary Employees**

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

## **11. UNIFORM AND LAUNDRY ALLOWANCE**

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

## **12. ANNUAL LEAVE**

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

## **13. ANNUAL LEAVE LOADING**

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

## **14 PUBLIC HOLIDAYS**

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

In addition to the Award provisions, a full time employee or a part time employee who works five days per week will be entitled to an additional day off work per public holiday which they are not rostered to work. The additional day will only be taken as time in lieu and it cannot be cashed out for additional remuneration. The additional day will be calculated by dividing the full time or part time employee's hours by five. For example, a full time employee who works 38 hours per week over 4 days will be entitled to 7.6 hours time in lieu (38 hours divided by 5).

## **15. LONG SERVICE LEAVE**

(i) Long service leave shall accrue in accordance with the provisions of the Award as varied from time to time.

(ii) Broken periods of service shall count as service for the purposes of long service leave.

(iii) For the purposes of this clause "service" means service with the Clinic.

## **16. SICK LEAVE**

(i) For the purposes of this clause "service" means service with the Clinic.

(ii) Sick leave shall be granted in accordance with the provisions of the Award as varied from time to time. Provided that during the first three months of continuous employment an employee shall be entitled to 1 week of the sick leave provided for by the Award.

(iii) During any period of sickness at the Clinic an employee who remains at the Clinic shall be provided without charge with medical and nursing treatment so far as the Clinic can provide such treatment.

## **17. SHORT LEAVE**

Short leave shall be granted as prescribed in the Award as varied from time to time.

## **18. PAYMENT OF SALARIES**

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

## **19. TERMINATION OF EMPLOYMENT**

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

## **20. PARENTAL LEAVE**

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

## **21. RIGHT OF ENTRY**

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

## **22. DISPUTES**

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

The involvement of the Association in the dispute process is not mandatory and the Association can be replaced by the employee in the above process if they do not wish to have the Association's involvement.

## **23. REDUNDANCY**

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

## **24. SALARY PACKAGING**

The terms and conditions of salary packaging, overall shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement and shall be subject to the following provisions;

- (i) the employer shall ensure that the structure of any package complies with taxation and other relevant laws.
- (ii) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this agreement;
- (iii) the employer shall advise the employee in writing of his/ her right to choose payment of that salary referred to in paragraph (ii) above instead of a remuneration package;
- (iv) where packaging arrangements apply, the employer and employee may by mutual agreement delete the application of certain clauses, excepting Clauses 12 Annual Leave, 15. Sick Leave, and 14 Long Service Leave.
- (v) A copy of the agreement shall be made available to the employee;
- (vi) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (vii) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (viii) in the event that the employer ceases to attract exemption from payment of Fringe Benefits Tax the employer may terminate all salary arrangements and the employee's salary shall revert to that specified in paragraph (ii) above;
- (ix) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change;
- (x) 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 and all leave entitlements due on termination shall be paid at the rates in accordance with paragraph (ii) above. Any outstanding benefit shall be paid on or after the date of termination;
- (xi) any pay increases granted to employees under this agreement shall also apply to employees subject to remuneration packaging arrangements with this clause.

## **25 ALTERNATIVE ARRANGEMENTS**

The Company undertakes not to enter into any other agreements with the nurses for the duration of this Agreement

The parties can vary this Agreement by consent.

## **26 ANTI-DISCRIMINATION**

As per the NSW Industrial Relations Act 1996.



**Signatories**

**NEW SOUTH WALES NURSES' ASSOCIATION**

.....

**Brett Holmes**  
**General Secretary**

.....

**Witness**

**Date October 2005**

**HAYMARKET FOUNDATION LIMITED**

.....

**Bernard Cronin**  
**Chief Executive Director**

.....

**Witness**

**Date October 2005**

## ANNEXURE A - MONETARY RATES

### TABLE 1 - SALARIES

Classification	<u>FFPP commencing on or after 01.01.05</u>	<u>FFPP commencing on or after 01.07.05</u>	<u>FFPP commencing on or after 01.07.06</u>	<u>FFPP commencing on or after 01.07.07</u>
Registered Nurse/Midwife				
1 <sup>st</sup> year	787.80	811.40	843.90	877.70
2 <sup>nd</sup> year	830.80	855.70	889.90	925.50
3 <sup>rd</sup> year	873.60	899.80	935.80	973.20
4 <sup>th</sup> year	919.60	947.20	985.10	1024.50
5 <sup>th</sup> year	965.10	994.10	1033.90	1075.30
6 <sup>th</sup> year	1010.80	1041.10	1082.70	1126.00
7 <sup>th</sup> year	1062.70	1094.60	1138.40	1183.90
8 <sup>th</sup> year	1106.40	1139.60	1185.20	1232.60
Clinical Nurse/Midwifery Specialist	1151.50	1186.00	1233.40	1282.70

### TABLE 2 - ALLOWANCES

Item No.	Clause No.	Description	<u>FFPP commencing on or after 01.01.05*</u>	<u>FFPP commencing on or after 01.07.05*</u>	<u>FFPP commencing on or after 01.07.06</u>	<u>FFPP commencing on or after 01.07.07</u>
1.	7(i)	On call during meal break	\$9.69 per break	\$9.98 per break	\$10.38 per break	\$10.80 per break