

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/172

TITLE: Sydney Adventist Hospital Nurses' Enterprise Agreement 2005

I.R.C. NO: IRC5/1880

DATE APPROVED/COMMENCEMENT: 2 May 2005 / 2 May 2005

TERM: 7

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/61.

GAZETTAL REFERENCE: 29 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nursing staff employed by Sydney Adventist Hospital Ltd, located at Fox Valley Road, Wahroonga, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

PARTIES: Sydney Adventist Hospital -&- the New South Wales Nurses' Association

SYDNEY ADVENTIST HOSPITAL NURSES' ENTERPRISE AGREEMENT 2005

PART A

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PART A

Clause 1. Title

This Enterprise agreement will be known as and referred to as the Sydney Adventist Hospital Nurses' Enterprise Agreement 2005 ("the Enterprise Agreement").

Clause 2. Parties

This Enterprise Agreement will be binding on

- i) Sydney Adventist Hospital Ltd (ABN 760964 52 925), 185 Fox Valley Road, Wahroonga ("the employer");
- ii) New South Wales Nurses' Association of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("the Association"); and
- iii) all nursing staff employed by the Sydney Adventist Hospital and within the classifications of work contained in the Private Hospital Industry Nurses' (State) Award ("the employees").

Clause 3. Duration

- i) This Enterprise Agreement will take effect at the date of certification by the NSW Industrial Relations Commission and remain in force until 31 December 2005.
- ii) Negotiations on terms and conditions of employment contained within this Enterprise Agreement will commence 3 months before the termination date of this Enterprise Agreement.

Clause 4. Relationship With Award

- (i) This Enterprise Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award.

- (ii) Except as provided for in this Enterprise Agreement, the provisions of the Award will continue to apply to nurses employed by employer.
- (iii) Should there be any inconsistency between any term of this Enterprise Agreement and the Award then the terms of this Enterprise Agreement will prevail.
- (iv) All clauses of the Private Industry Nurses' (State) Award will apply except for:
 - (a) Clause 12 - Special Allowances to the extent modified by the Enterprise Agreement
 - (b) Clause 13 - Penalty Rates for Shift Work and Weekend Work to the extent modified by this Enterprise Agreement

Clause 5. Penalty Rates for Shift Work

- (i) Full time and permanent part time employees working a night shift commencing on or after 8.00 pm and before 6.00am shall be paid 20% in addition to the ordinary rate for such a shift.
- (ii) Provided that full time and permanent part time employees working a night shift commencing on or after 4.00 pm and before 8.00 pm shall be paid 15% in addition to the ordinary rate for such shift.

Clause 6. Special Allowances

- (i)
 - (a) A registered nurse in charge during the day, evening or night of a hospital having a daily average of occupied beds of less than 100 shall be paid, in addition to her or his appropriate salary, whilst so in charge, the sum set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, per shift. The sum set out in the Enterprise Agreement will apply until such time as the Award rate exceeds the Enterprise Agreement rate at which time the Award rate will apply.
 - (b) A registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Item 2 of Table 2, per shift. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question. The sum set out in the Enterprise Agreement will apply until such time as the Award rate exceeds the Enterprise Agreement rate at which time the Award rate will apply.
 - (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of registered nurse.
- (ii)
 - (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) and (c) hereof shall be paid the sum set out in Item 3 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate. The sum set out in the Enterprise Agreement will apply until such time as the Award rate exceeds the Enterprise Agreement rate at which time the Award rate will apply.
 - (b) An employee required to be on call on rostered days off in accordance with subclause (xv)(b) of Clause 4 of the Award shall be paid the sum set out in Item 4 of Table 2 for each hour or part thereof with a minimum payment of eight hours of at that rate. The payment for a 24 hour period of on call shall be \$120. The sum set out in the Enterprise Agreement will apply until such time as the Award rate exceeds the Enterprise Agreement rate at which time the Award rate will apply.
 - (c) Where an employee on remote call leaves the hospital and is recalled to duty, they 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 transport rate

prescribed from time to time by the NSW Health Department. The provisions of this paragraph shall apply to all employees.

- (d) This subclause shall not apply to a Director of Nursing, Subsidiary Hospital Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

(iii)

- (a) Where a Director of Nursing is required by the hospital to perform radiographic duties they shall be paid in addition to their appropriate salary an allowance of the sum set out in Item 5 of Table 2 per week.
- (b) The allowance prescribed by paragraph (a) of this subclause shall apply to an employee who relieves the Director of Nursing for a period of one week or more.
- (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week shall be paid in addition to his or her appropriate salary a daily allowance of the sum set out in Item 7 of Table 2; provided that the maximum allowance per week payable in accordance with this paragraph shall not exceed the sum set out in Item 6 of Table 2.
- (d) The allowance prescribed by this subclause shall be regarded as part of the salary for the purpose of this award.
- (e) Provided that this allowances provided for in this subclause shall only be paid to employees who had been in receipt of the allowance prior to 1 July 1996.

(iv)

- (a) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital with less than 100 beds during the day, evening or night on the same shift shall be paid an allowance per shift of the sum set out in Item 10 of Table 2. This subclause shall only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question. The sum set out in the Enterprise Agreement will apply until such time as the Award rate exceeds the Enterprise Agreement rate at which time the Award rate will apply.
- (b) This subclause shall not apply to registered nurses holding classified positions of a higher grade than of a registered nurse.

Clause 7. Parental Leave

(A) Parental Leave consists of;

- (i) Maternity leave taken by an employee in connection with her pregnancy or birth of her child; or
- (ii) Paternity leave taken by an employee in connection with his spouse's pregnancy or the birth of his child; or
- (iii) Adoption leave taken by an employee in connection with adoption of a child.

(B) Eligibility for Parental Leave

- (i) Full Time Employees - To be eligible for paid parental leave, a full time employee must have completed at least 46 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.

- (ii) Part Time Employees - To be eligible for paid parental leave a part-time employee must have completed at least 46 weeks continuous service prior to the expected date of birth or prior to the date of taking custody of the adopted child.
- (iii) Regular Casual Employees - a regular casual employee is entitled to 12 months unpaid parental leave only if the employee has had at least 24 months of continuous service with the Hospital.

(C) Eligibility for a further period of Parental Leave

An employee (including casuals) who has once met the conditions for paid maternity leave will not be required to meet again the eligibility requirements of Sub-Clause (B) of this Clause in order to qualify for a further period of paid parental leave, unless;

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

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, parental leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act, 1987.

(D) Maternity Leave

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

- (i) Paid Maternity Leave - an employee who qualifies for paid maternity leave is entitled to a maximum payment of up to nine weeks at the ordinary rate of pay. The employee shall be paid 4.5 weeks pay from the date maternity leave commences. Where a full time or part time employee returns to work and completes 152 hours in the position in which they worked immediately prior to taking leave or an alternative position consistent with the provisions of subclause F (iv) they shall be paid ,an additional 4.5 weeks pay.

Where a full time employee returns to work on a part time basis they shall be paid an additional 4.5 weeks pay on completion of 152 hours worked.

Maternity leave may commence up to nine 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 nine weeks on a regular fortnightly basis.

Annual 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.

- (ii) Unpaid Maternity Leave - an employee is entitled to a further period of unpaid maternity not more than 12 months from the date of commencing maternity leave.
- (iii) Applications for Maternity Leave

An employee who intends to proceed on maternity leave should formally notify the Hospital 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.

(iv) Miscarriages -

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

(v) 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.

(vi) Effect of premature birth on payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave will 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.

(vii) 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, annual 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 nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(viii) 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, the Hospital 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.

(ix) 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.

(E) Paternity Leave -

Eligible employees are entitled to paternity leave as follows:

- (i) Paternity Leave - an employee is entitled to an unbroken period of up to one week of unpaid paternity leave at the time of the birth of the child.

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

- (ii) Unpaid Paternity Leave - an employee is entitled to a further period of unpaid paternity leave of not more than 12 months after the actual date of birth to be the primary care-giver of the child.

- (iii) Applications -an employee who intends to proceed on paternity leave should formally notify the employer of such intention as early as possible, so that arrangements associated with his 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.

(F) General Conditions

(i) Variation after Commencement of Maternity Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and other wise with the consent of her employer. A minimum of 4 weeks notice must be given, although the 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*.

(ii) Staffing Provisions -

Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to their former position. Additionally, since an employee has the right to vary the period of their parental 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.

(iii) Effect of Parental 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 parental 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 parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of parental leave without pay will count as service provided such leave does not exceed six months.

Parental leave without pay does not count as service for incremental purposes. Periods of parental 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 parental leave, payment is at the rate of parental 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.

(iv) Right to Return to Previous Position -

An employee returning from parental leave has the right to resume their 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 their former position and for which the employee is capable or qualified.

(v) Return for Less than Full Time Hours -

Employees may make application to the 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 application is approved by the employer where such an arrangement is practicable.

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

The employee is to make an application for leave without pay to reduce their full time weekly hours of work. This application should be made as early as possible to enable the Hospital 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 Hospital.

Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work; i.e, 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.

(vi) Liability for Superannuation Contributions -

During a period of unpaid parental leave, the employee will not be required to meet the Hospital's superannuation liability.

Clause 8. Remuneration Packaging

- (i) Full time and permanent part time employees shall be offered remuneration packaging by the employer. The employee shall attract 100% of the tax benefit of the remuneration packaging arrangements.
- (ii) 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.
- (iii) Remuneration packaging shall be introduced by agreement between an employer and the employee. Neither the employee nor the employer shall be compelled to enter into a salary packaging arrangement. Employees may exercise their rights to continue to receive their applicable salary.
- (iv) The terms and conditions of a package offered to an employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.
 - (b) All award and enterprise agreement conditions shall continue to apply.
 - (c)
 - (i) Employees will have the Superannuation Guarantee Contribution (SGC) calculated on their award salary prior to the application of any remuneration packaging arrangements.
 - (ii) A copy of the remuneration packaging agreement shall be made available to the employee.
 - (iii) The employee shall be entitled to inspect details of the payments made under the terms of this agreement.
 - (iv) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;

- (v) Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, 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.
- (vi) 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 award classification rate the employee would have been entitled to receive but for the remuneration packaging agreement.
- (vii) One months 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 the award wage.
- (viii) 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.
- (ix) Pay increases granted to employees in accordance with this agreement shall also apply to employees subject to remuneration packaging arrangements.
- (x) Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any 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.
- (xi) Where an employee changes the remuneration packaging arrangements before twelve months have elapsed since the last change the employer may charge an administration fee of \$50.

Clause 9. Copy of Agreement

- (i) A copy of this agreement shall be given to each nursing employee covered by this agreement.
- (ii) A copy will also be provided to all new employees upon induction.
- (iii) A copy of the award shall be given to employees upon request.
- (iv) A copy of the award and the agreement will be displayed where it can be easily read by all employees.

SIGNED for and on behalf of:

SYDNEY ADVENTIST HOSPITAL by

in the presence of

Witness:

Date:

SIGNED for and on behalf of

NEW SOUTH WALES NURSES ASSOCIATION by

Brett Holmes
General Secretary

in the presence of

Witness:

Date:

SIGNED for and on behalf of NON-UNION EMPLOYEES by

Melanie Windus

in the presence of

Witness:

Date:

PART B

MONETARY RATES

Table 1 - Other Rates and Allowances

Item No.	Clause No.	Description	Beginning of first pay period to commence on or after 01.01.03	Beginning of first pay period to commence on or after 01.07.03
1.	6(i)(a)	General nurse in charge of hospital	\$18.98 per shift	\$19.93 per shift
2.	6(i)(b)	Registered Nurse in charge of ward	\$18.98 per shift	\$19.93 per shift
3.	6(ii)(a)	On call allowance	minimum payment of \$16.64	a minimum payment of \$17.44
4	6(ii)(b)	On call allowance on rostered day off	\$4.16 per hour with a minimum payment of \$33.28	\$4.37 per hour with a minimum payment of \$34.96
5.	7(iii)(a)	Director of Nursing performing radiographic duties	\$23.16 per week	\$24.32 per week
6.	7(iii)(c)	Employees performing radiographic duties in the absence of Director of Nursing	\$4.72 per day, maximum of \$23.60 per week	\$4.96 per day, maximum of \$24.80 per week
7.	7(iv)	Registered Nurse in charge of ward, also in charge of hospital of less than 100 beds	\$28.50 per shift	29.93 per shift