

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/108

TITLE: **Calvary Health Care Riverina Nurses' Enterprise Agreement
2006**

I.R.C. NO: IRC6/651

DATE APPROVED/COMMENCEMENT: 6 March 2006 / 6 March 2006

TERM: 34

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/154.

GAZETTAL REFERENCE: 24 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nurses employed by Calvary Health Care Riverina Ltd located at Hardy Avenue, Wagga Wagga NSW 2650, including nurses engaged at Calvary Day Procedure Centre, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award.

PARTIES: Calvary Health Care Riverina -&- the New South Wales Nurses' Association

**Calvary Health Care Riverina Nurses'
Enterprise Agreement 2006**

ARRANGEMENT

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1. TITLE

This Enterprise Agreement will be known as and referred to as the Calvary Health Care Riverina Nurses' Enterprise Agreement 2005 ("**the Agreement**")

2. PARTIES

This Agreement will be binding on –

- (i) Calvary Health Care Riverina Ltd. (ACN 105 810 688), of Hardy Ave, Wagga Wagga, New South Wales, 2650 ("**The Employer**" or "**CHCR**");
- (ii) New South Wales Nurses' Association (ABN 63 398 164 405) of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("**The Association**"); and
- (iii) All nursing staff employed by CHCR (and the Calvary Riverina Day Procedure Centre), and within the classifications of work contained in the award referred to in paragraph 4.1 of this Agreement. ("**the Employees**")

3. DURATION

- (i) This Agreement will take effect on approval from the NSW Industrial Relations Commission, and remain in force until 30 December 2008.

- (ii) 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

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

5. REMUNERATION PACKAGING

- (i) Full time and permanent part time Employees shall be offered remuneration packaging by the Employer. The Employee shall attract 70 percent of the tax benefit of the remuneration packaging arrangements. The Employer shall retain 30% 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.
- (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) 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:
 - (a) The Employer shall ensure that the structure of any package complies with taxation and other relevant laws
 - (b) All award and agreement conditions, shall continue to apply
 - (c) Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Agreement salary prior to the application of any remuneration packaging arrangements.
- (iv) A copy of the remuneration packaging agreement shall be made available to the Employee
- (v) The Employee shall be entitled to inspect details of the payments made under the terms of this agreement
- (vi) The configuration of the remuneration package shall remain in force for the period agreed between the Employee and the Employer
- (vii) 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.
- (viii) 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.

- (ix) 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.
- (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. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted.
- (xi) Pay increases granted to Employees in accordance with this agreement shall also apply to Employees subject to remuneration packaging arrangements.
- (xii) 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.

6. WAGES AND ALLOWANCES

- (i) Employees who are bound by this Agreement shall be paid the following wage increases, except where an Employee's base rate of pay is 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.

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
*3%	*3%	4%	4%

Note: By Administrative Action *

- (ii) The amount of increase specified in Column 1 is payable from the first pay period commencing on or after 1 July 2005, and as reflected in Schedule 1 to this Agreement
- (iii) The amount of increase specified in Column 2 is payable from the first pay period commencing on or after 1 January 2006, and as reflected in Schedule 1 to this Agreement
- (iv) The amount of increase specified in Column 3 is payable from the first pay period commencing on or after 1 January 2007, and as reflected in Schedule 1 to this Agreement.
- (v) The amount of increase specified in Column 4 is payable from the first pay period commencing on or after 1 January 2008, and as reflected in Schedule 1 to this Agreement.
- (vi) Increases to allowances are to be paid to Employees and are as reflected in Schedule 2 to this Agreement.

7. PARENTAL LEAVE

- (i) In addition to the parental leave available to employees under the New South Wales Industrial Relations Act 1996 full time and part time employees who have completed 40 weeks continuous service with the employer are eligible to the additional provisions set out below.
- (ii) Employees eligible for maternity leave shall be entitled to nine weeks paid leave.
- (iii) Employees eligible for paternity leave shall be entitled to one week's paid leave at the employee's base rate of pay

- (iv) Payment for parental leave shall be calculated on the employee's base rate of pay. Payment for part time employees shall be calculated on the average weekly hours worked during the qualifying period. Payment for parental leave shall be made at the time that the leave is taken.

8. CONTINUING EDUCATION ALLOWANCE

- (i) An Employee employed in the classifications of Registered Nurse (years 1 to 8) and Clinical Nurse Specialist, Clinical Nurse Educator , NUM Level 1 and NUM Level 2 who holds an additional education qualification (Certificate, Diploma, Degree, Masters or PHD] in a clinical field, in addition to the qualification leading to registration, shall be paid an education allowance subject to the following conditions set out below:
 - (a) the allowance is only payable where the post graduate qualification is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in the clinical duties associated with the position;
 - (b) an Employee holding more than one relevant qualification is entitled to only one such education allowance;
 - (c) the Employee claiming entitlement to this education allowance must provide evidence to the Employer that they hold the qualification.
 - (d) subject to the preceding provision in this subclause, an Employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid the allowance of an amount set out in Schedule 2, (13.A)
 - (e) In order that CHCR management can commence implementation consultations with Employees regarding acceptable qualifications and required documentation, the parties agree that education allowance shall operate no earlier than 1 April 2006 after which they shall continue for the life of this agreement.
 - (f) The above allowance shall apply on a pro rata basis as to the proportion of ordinary weekly hours bears to 38.
- (ii) An Enrolled Nurse, who holds a medication endorsement in addition to the qualification leading to enrolment, shall be paid an education allowance subject to the following conditions set out below:
 - (a) the allowance is only payable where the medication endorsement is accepted by the Employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
 - (b) the Enrolled Nurse claiming entitlement to this qualification allowance must provide evidence to the Employer that they hold the medication endorsement.
- (iii) Subject to the preceding provisions in subclause (ii) of this clause, an enrolled nurse who holds a medication endorsement shall be paid an allowance of an amount set out in Schedule 2 (13. B) below.
- (iv) The above allowance is not to be included in the Employee's ordinary rate of pay.
- (v) The above allowance shall apply on a pro rata basis as to the proportion of ordinary weekly hours bears to 38
- (vi) The Employer and Association will have a joint review this clause in 6 months of the commencement of the operation of this clause).

9. ON-CALL ALLOWANCE

- (i) An Employee required by his or her Employer to be on call otherwise than as provided in 9.(ii) and 9.(iii) hereof shall be paid the sum as set in Item No. 4 of Schedule 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- (ii) An Employee required to be on call on rostered days off shall be paid the sum as set in Item No 5 of Schedule 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- (iii) An Employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Item No 6 of Schedule 2.
- (iv) 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.
- (v) The provisions of this paragraph shall apply to all classifications up to and inclusive of the Nurse Unit Manager classifications.

10. REASONABLE WORKLOADS FOR NURSES

- (i) The Employer has a responsibility to provide reasonable workloads for nurses.
- (ii) Reasonable workload principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) the workload assessment, will take into account demand by way of clinical assessment, including acuity; skill mix, including specialisation where relevant; and geographical and other local requirements/resources;
 - (b) the work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the Employee in their roster cycle;
 - (c) the work will be consistent with the duties within the Employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse;
 - (d) the workload expected of an Employee will not be unfair or unreasonable having regard to the skills, experience and classification of the Employee for the period in which the workload is allocated;
 - (e) an Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature;
 - (f) an Employee shall not be required to work an unreasonable amount of overtime; and
 - (g) an Employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (iii) Any dispute will be settled in accordance with clause 14 Resolution of disputes.

11. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this award 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 and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (a) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
“Nothing in this Act affects “any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

12. RESOLUTION OF DISPUTES

- (i) With a view to an amicable and speedy settlement of all disputes which cannot be resolved between the Employees or their representatives and the supervising staff, such dispute shall be referred to the management of the facility who will arrange for the matter to be discussed with the Employee concerned and, if requested by the Employee, a representative or representatives of the Association.
- (ii) Failing settlement of the issue at this level the matter shall be submitted to a committee consisting of not more than four members, two of whom shall be appointed by the Employer and two by the Employee or if requested by the Employee, the Association.
- (iii) Whilst these procedures are continuing no stoppage of work or any form of ban or limitation of work shall be applied.

- (iv) The Association reserves the right to vary this procedure where it is considered a safety factor is involved.
- (v) This clause shall not interfere with the right of either party to institute proceedings for the determination of any matter in accordance with the Industrial Relations Act 1996.
- (vi) In the event that this Agreement is covered by Federal legislation, the parties expressly confer the powers on the Australian Industrial Relations Commission (or its successor body, to make binding recommendations, make inquiries, directions or use any power available to it under legislation to resolve disputes.

13. RIGHT OF ENTRY

- (i) An Association officer visiting the hospital will:
 - (a) prior to arrival at the hospital, notify the Director of Nursing, Chief Executive or Nurse in charge, of the visit and timing of such visit;
 - (b) discuss issues in detail with Employees away from patients and the public;
 - (c) ensure there is no disruption to the operation of the hospital;
- (ii) The hospital shall be provided reasonable access to Employees by the Association provided the conditions of 1(a) and (b) above are met.

14. NO EXTRA CLAIMS

- (i) This Agreement is intended by the parties to operate in conjunction with the Private Hospital Industry Nurses' (State) Award. To the extent of any difference the terms of this agreement shall prevail over the terms of the Award.
- (ii) This agreement is intended by the parties to reflect the wages, allowances and other conditions of employment that will apply during the life of the agreement.
- (iii) The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands with the exception of the Education Allowance (for which a specific provision to review commencing April 2006 is made).
- (iv) Notwithstanding this "No extra claims" commitment, the parties agree that any change to the common rule status of the Award and/or the diminution of any Award benefits accruing its application to employees of CHCR arising from federal legislative change shall provide a basis for the Association or CHCR to re-open discussions in respect of this agreement if and when such changes occur but not otherwise.
- (v) The parties do not intend to vary wages, conditions of employment or other matters to the detriment of Employees during the life of this agreement.
- (vi) The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process.
- (iii) The parties must not under any circumstances seek to vary this Agreement except as per (iv) above or by mutual consent of the parties.
- (iv) CHCR agrees not to become a party to an industrial instrument which results in net disadvantage to any Employees covered by this Agreement prior to its expiry.

SIGNED BY:.

.....
(signed on behalf of named Calvary Health Care)

.....
Witness

DATE:

.....
(signed on behalf of NSWNA)

.....
Witness

DATE:

SCHEDULE 1 – WAGES

CLASSIFICATION	FFPP on or after 01.07.05	FFPP on or after 01.01.06	FFPP on or after 01.01.07	FFPP on or after 01.01.08
Assistant in Nursing/Trainee Enrolled Nurse Under 18				
1 st Year	480.00	494.40	514.20	534.80
2 nd Year	501.10	516.10	536.70	558.20
Thereafter	521.20	536.80	558.30	580.60
Assistant in Nursing/Trainee Enrolled Nurse Over 18				
1 st Year	566.20	583.20	606.50	630.80
2 nd Year	584.20	601.70	625.80	650.80
3 rd Year	602.60	620.70	645.50	671.30
Thereafter	621.40	640.00	665.60	692.20
Enrolled Nurse				
1 st Year	694.80	715.60	744.20	774.00
2 nd Year	710.10	731.40	760.70	791.10
3 rd Year	725.40	747.20	777.10	808.20
4 th Year	740.80	763.00	793.50	825.20
Thereafter	756.20	778.90	810.10	842.50
Registered Nurse/ Midwife				
1 st Year	787.80	811.40	843.90	877.70
2 nd Year	830.80	855.70	889.90	925.50
3 rd Year	873.60	899.80	935.80	973.20
4 th Year	919.60	947.20	985.10	1024.50

5 th Year	965.10	994.10	1033.90	1075.30
6 th Year	1010.80	1041.10	1082.70	1126.00
7 th Year	1062.70	1094.60	1138.40	1183.90
8 th Year	1106.40	1139.60	1185.20	1232.60
Nurse undergoing Pre-Registration training	679.30	699.70	727.70	756.80
CNS	1151.50	1186.00	1233.40	1282.70
CNC	1415.80	1458.30	1516.60	1577.30
Nurse Unit Manager				
Level 1	1387.90	1429.50	1486.70	1546.20
Level 2	1453.80	1497.40	1557.30	1619.60
Level 3	1492.90	1537.70	1599.20	1663.20
Clinical Nurse Educator	1151.50	1186.00	1233.40	1282.70
Nurse Educator				
1 st Year	1277.40	1315.70	1368.30	1423.00
2 nd Year	1313.40	1352.80	1406.90	1463.20
3 rd Year	1345.60	1386.00	1441.40	1499.10
4 th Year	1415.80	1458.30	1516.60	1577.30
Senior Nurse Educator				
1 st Year	1450.00	1493.50	1553.30	1615.40
2 nd Year	1479.80	1524.20	1585.20	1648.60
3 rd Year	1529.30	1575.20	1638.20	1703.80
Assistant Director of Nursing – 100 beds and over	1492.90	1537.70	1599.20	1663.10

Deputy Director of Nursing				
Less than 100 beds	1453.80	1497.50	1557.40	1619.60
100 beds, less than 200 beds	1492.90	1537.70	1599.20	1663.10
200 beds, less than 250 beds	1529.30	1575.20	1638.20	1703.80
250 beds, less than 350 beds	1586.50	1634.10	1699.50	1767.40
350 beds, less than 450 beds	1643.40	1692.70	1760.40	1830.80
450 beds, less than 750 beds	1704.00	1755.20	1825.40	1898.40
750 beds and over	1770.30	1823.40	1896.30	1972.20
Director of Nursing				
Less than 25 beds	1498.30	1543.30	1605.00	1669.20
25 beds, less than 50 beds	1586.40	1633.00	1699.40	1767.30
50 beds, less than 75 beds	1620.80	1669.40	1685.60	1753.10
75 beds, less than 100 beds	1654.50	1704.10	1772.30	1843.20
100 beds, less than 150 beds	1702.10	1753.20	1823.30	1896.20
150 beds less than 200 beds	1758.70	1811.50	1889.90	1959.30
200 beds, less than 250 beds	1815.90	1870.40	1945.20	2023.00
250 beds, less than 350 beds	1884.30	1940.80	2018.40	2099.20
350 beds, less than 450 beds	1997.80	2057.70	2140.00	2225.60
450 beds, less than 750 beds	2113.70	2177.10	2264.20	2354.70
750 beds and over	2246.20	2313.60	2406.20	2502.40

SCHEDULE 2 - ALLOWANCES

ALLOWANCE DESCRIPTION	FFPP on or after 01.01.06	FFPP on or after 01.01.07	FFPP on or after 01.01.08
1. In charge hospital/nursing home, day, evening or night shift - Clause 12(i)(a) per shift	19.82	20.62	21.45
2. In charge ward/unit in absence of Nurse Unit Manager – Clause 12(i)(b)	19.82	20.62	21.45
3. In charge ward/unit and hospital – Clause 12(v)(b)	29.69	30.88	32.11
4. On call – Clause 9(i) of the Agreement	2.53 per hour with a min. payment of 20.24	2.63 per hour with a min. payment of 21.04	2.74 per hour with a min. payment of 21.92
5. On call on days off – Clause 9(ii) of the Agreement	5.08 per hour with a min. payment of 40.64	5.28 per hour with a min. payment of 42.24	5.49 per hour with a minimum payment of 43.92
6. On call during meal break – Clause 9(iii) of the Agreement	9.98 per break	10.38 per break	10.80 per break
7. Radiographic allowance - DON Clause 12(iii)(a)	28.28	29.41	30.59
8. Radiographic allowance in absence of DON Clause 12(iii)(c)	5.77 per day, maximum of 30.00 per week	6.00 per day, maximum of 31.20 per week	6.24 per day, maximum of 31.20 per week
9. Lead Apron Allowance – Clause 12(iv)	1.40	1.46	1.51
10. Meal Allowance Overtime – Clause 19(vii)	15.37	15.98	16.62
11. Uniform and laundry allowances			
Uniform – Cl 16(iii)(a)	5.31	5.31	5.31
Shoes – Cl 16(iii)(a)	1.64	1.64	1.64
Cardigan or jacket – Cl 17(iii)(c)	1.60	1.60	1.60

Stockings – Cl 17(iii)(b)	2.75	2.75	2.75
Socks – Cl 17(vi)	0.54	0.54	0.54
Laundry – Cl 17(iv)	4.42	4.42	4.42
12. Staff Amenities			
Breakfast – Cl 29(b)	2.96	2.96	2.96
Other meals –Cl 29(b)	5.37	5.37	5.37
13 A Education Allowance - Post-graduate qualification	20.00	20.80	21.63
13 B Education Allowance EN with Medication Endorsement	16.00	16.64	17.31