

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/202

TITLE: Scalabrini Village Nurses' Enterprise Agreement 2002

I.R.C. NO: IRC02/1657

DATE APPROVED/COMMENCEMENT: 16 April 2002

TERM: 16 April 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all nursing staff employed by Scalabrini Village Ltd that fall within the coverage of the Nursing Homes, &c., (State) Award.

PARTIES: Scalabrini Village Limited -&- New South Wales Nurses' Association



**SCALABRINI VILLAGE
NURSES' ENTERPRISE AGREEMENT
2002**

entered into between

SCALABRINI VILLAGE LTD

and

NEW SOUTH WALES NURSES' ASSOCIATION



SCALABRINI VILLAGE NURSES' ENTERPRISE AGREEMENT 2002

ARRANGEMENT

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Registered
Enterprise Agreement
Industrial Registrar

Scalabrini Village Nurses' Enterprise Agreement 2002

1. TITLE

This Enterprise agreement will be known as and referred to as the Scalabrini Village Nurses' Enterprise Agreement 2002.

2. PARTIES

This Enterprise Agreement will be binding on –

- 2.1 Scalabrini Village Ltd , (“**The Employer**”);
- 2.2 New South Wales Nurses' Association of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 (“**The Association**”); and
- 2.3 all nursing staff employed by Scalabrini Village Ltd and within the classifications of work contained in the award referred to in paragraph 4.1 of this Enterprise Agreement.



3. DURATION

- 3.1 This Enterprise Agreement will take effect on the date of its registration, and remain in force for a period of 12 months.
- 3.2 Negotiations on terms and conditions of employment contained within this Enterprise Agreement will commence no earlier than 3 months before the termination date of this Enterprise Agreement.

4. RELATIONSHIP WITH AWARD

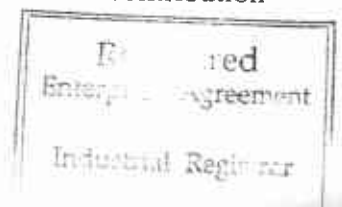
- 4.1 This Enterprise Agreement must be read and interpreted in conjunction with the Nursing Homes, &c., Nurses' (State) Award.
- 4.2 Except as provided for in this Enterprise Agreement, the provisions of the Award will continue to apply to nurses employed by Scalabrini Village Ltd.
- 4.3 Should there be any inconsistency between any term of this Enterprise Agreement and the Award then the terms of this Enterprise Agreement will prevail.

5. REMUNERATION PACKAGING

Where agreed between the employer and the employee (including casuals), an employer may introduce remuneration packaging in respect of salary. The terms and conditions of such a package overall shall not, when viewed objectively, be less favorable than the entitlements otherwise available under the award and shall be subject to the following provisions:

Scalabrini Village Nurses' Enterprise Agreement 2002

- 5.0 the employer shall ensure that the structure of any package complies with taxation and other relevant laws.
- 5.1 the employer shall confirm in writing to the employee:
- 5.2.1 the classification level and the current salary payable as applicable to the employee under the award;
- 5.2.2 her/his right to choose payment of that salary referred to in paragraph 5.2.1 above instead of a remuneration package;
- 5.2 that all award conditions, other than the salary shall continue to apply.
- 5.3 when determining the remuneration package, the non-salary fringe benefit shall not exceed a maximum of \$30,000.00 grossed up per annum of the applicable salary;
- 5.4 the employee shall attract 100% benefit of the remuneration packaging arrangements.
- 5.5 a copy of the agreement shall be made available to the employee;
- 5.6 the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- 5.7 the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- 5.8 where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- 5.9 in the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax the employer may terminate all salary packaging arrangements and the employee's salary will revert to that specified in paragraph 5.2.1 above;
- 5.10 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;
- 5.11 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 5.2.1 above. Any outstanding benefit shall be paid on or before the date of termination;
- 5.12 any pay increases granted to employees under the award shall also apply to employees subject to remuneration packaging arrangements within this clause.
- 5.13 Superannuation --An amount equivalent to the minimum statutory superannuation contribution on the unpackaged award salary will be made by the Employer.

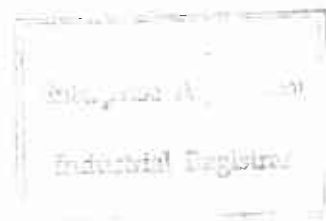


Scalabrini Village Nurses' Enterprise Agreement 2002

5.14 An administrative fee of \$250.00 per annum shall be paid by the employee.

5.15 The benefits available to be packaged in one of or combination of the following:

- Home Mortgage,
- Other Loans,
- Motor Vehicle,
- Schools Fees,
- All utility bills (electricity, gas, water, telephone)
- Insurance, (health, life, home, home contents)
- University Fees (HECS)
- Credit Card purchases,
- Other purchases.



6. QUALIFICATION ALLOWANCE – Assistant In Nursing

6.1 The employer shall pay course fees for an Assistant In Nursing undertaking Certificate 111.

6.2 Where practicable, such training shall be provided to employees during normal rostered hours of work.

6.3 The employer shall grant the Assistant In Nursing paid leave to attend course requirements including examinations where the training is undertaken during normal rostered hours.

6.4 An Assistant In Nursing who is undertaking or has completed the Certificate 111 shall be paid in addition to her or his appropriate salary, the sum set out in Item 1 of Table 1- Allowances per hour.

7. NSWNA BRANCH REPRESENTATIVES

7.1 The accredited Branch representatives 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.

7.2 The Branch representatives 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 Scalabrini Village Ltd .

7.3 The employer will allow Branch representatives to address new employees about the benefits of Association membership at the time they enter employment.

7.4 The employer shall recognise Branch representatives elected in accordance with the rules of the Association, and undertakes to permit such Branch Officials and delegates to perform their role without discrimination in their employment.

7.5 The employer will consult with Branch representatives prior to introducing any significant change which will, or likely to impact on employment levels, work processes, employee duties or other employment-related issues.

- 7.6 The employer will allow Branch representatives access to telephone, facsimile, post, photocopying, internet and e-mail facilities for the purpose of carrying out work as an Association representative and consulting with workplace colleagues and the Association.
- 7.7 The employer will give Branch representatives, a minimum of 5 paid trade union leave days per annum per branch representative to attend the Association's Branch Officials Training program, Annual Conference, or Committee of Delegates and/or Council.
- 7.8 The Branch representatives shall be entitled to facilitate four paid union meetings per year to discuss issues with nursing employees.

8 GRIEVANCE AND DISPUTE PROCEDURES

- 8.1 At any stage of the procedure, the employee(s) may be represented by the Association and/or an Association workplace representative.
- 8.2 The process for resolving grievances and disputes is as follows:
 - 8.2.1 The employee(s) shall notify the immediate supervisor of any grievance or dispute and the remedy sought, in writing. If this is inappropriate, the employee(s) shall notify the Director of Nursing.
 - 8.2.2 The Company shall provide written acknowledgment of receipt of the grievance and/or dispute, shall be provided.
 - 8.2.3 A meeting shall be held between the employee (s) and management to discuss the grievance or dispute and the remedy sought within 3 days of the notification.
 - 8.2.4 If no satisfactory resolution is achieved at this level then the matter shall be referred to the Chief Executive Officer. A further meeting between all parties shall be held as soon as practicable.
 - 8.2.5 Where the matter(s) remains unresolved, it may be referred to a disputes committee in accordance with Clause 42 of the Award for further discussions and negotiations.
 - 8.2.6 At any stage of this procedure, the New South Wales Industrial Relations Commission may be advised of the existence of a dispute.
 - 8.2.7 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal

9 RESERVED MATTERS

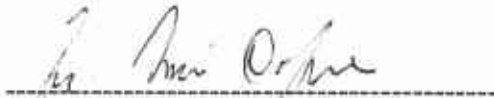
Leave is reserved to the Association to seek further agreement during the life of this Enterprise Agreement in relation to the following matters;

- 9.1 Paid maternity leave.

9.2 Increase to the qualification allowance – Assistant In Nursing

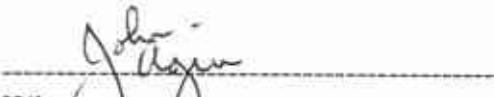
9.3 Rates of Pay

SIGNED for and on behalf of SCALABRINI VILLAGE LTD by



Father Nevio Capra
Chief Executive Officer
Scalabrini Village Ltd

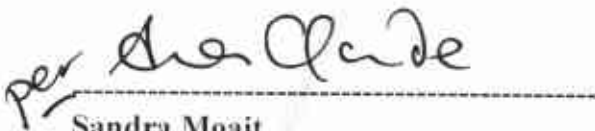
In the presence of



Witness
Mr John Agius
Deputy Chief Executive Officer
Scalabrini Village Ltd

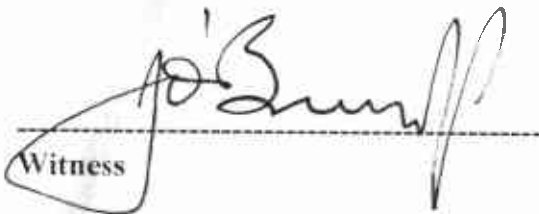
Dated: 5 February 2002.

SIGNED for and on behalf of NEW SOUTH WALES NURSES' ASSOCIATION by



Sandra Moait
General Secretary

In the presence of



Witness

Dated: 21/3/02

TABLE ONE - Allowances

Item No.	Clause No.	Brief Description	Column 1 Date of approval by Commission 2%	Column 2 First Pay Period 1/07/2002 3%
1.	6.4	Qualification Allowance - A.I.N	0.26 per hour *	0.27 per hour *