

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/41

TITLE: Frank Whiddon Masonic Homes of New South Wales Nurses' Enterprise Agreement 2002

I.R.C. NO: IRC2/7159

DATE APPROVED/COMMENCEMENT: 20 December 2002

TERM: 9 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Frank Whiddon Masonic Homes of New South Wales who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award

PARTIES: Frank Whiddon Masonic Homes -&- the New South Wales Nurses' Association

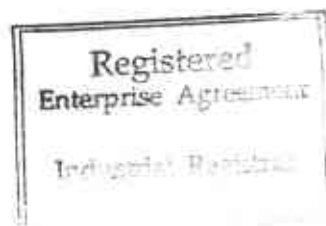
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**FRANK WHIDDON MASONIC HOMES OF
NEW SOUTH WALES NURSES'
ENTERPRISE AGREEMENT 2002**

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1. Title

This Agreement shall be known as the Frank Whiddon Masonic Homes of New South Wales Nurses' Enterprise Agreement 2002.

2. Aims and Objectives

The aims and objectives of this Agreement are to:

- 2.1 improve the delivery of care and services to residents;
- 2.2 achieve, over time, parity of wages and career structure with nurses in the public hospital sector;
- 2.3 establish a remuneration structure and conditions of employment such as to assist in the recruitment and retention of nursing staff;
- 2.4 ensure ongoing co-operation between nurses in the facilities and management to achieve improvements in occupational health and safety performance; and
- 2.5 ensure an ongoing stable industrial relations framework at the various Frank Whiddon Masonic Homes establishments across New South Wales.

3. Definitions

- 3.1 "Agreement" means the Frank Whiddon Masonic Homes of New South Wales Nurses' Enterprise Agreement 2002.
- 3.2 "Award" means the Nursing Homes, &c., Nurses' (State) Award as in force at 1 September 2002.
- 3.3 "Employer" shall mean Frank Whiddon Masonic Homes of New South Wales.
- 3.4 "Association" shall mean the New South Wales Nurses' Association.
- 3.5 "Employee(s)" includes registered nurses, enrolled nurses and assistants in nursing employed by Frank Whiddon Masonic Homes of New South Wales at their aged care facilities operating in the State of New South Wales.
- 3.6 "Facility" means any nursing home, hostel or self-care unit owned and operated by Frank Whiddon Masonic Homes of New South Wales.

4. Agreement Coverage

This Agreement shall be binding on Frank Whiddon Masonic Homes of New South Wales and the New South Wales Nurses' Association with respect to nursing staff employed by Frank Whiddon Masonic Homes of New South Wales pursuant to the Nursing Homes, &c., Nurses' (State) Award at their aged care facilities operating in the State of New South Wales.



5. Date of Operation

This Agreement shall take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales and shall remain in force until 30 September 2003.

6. Agreement Posting

A true copy of this Agreement shall be exhibited in a conspicuous and convenient place in each facility so that employees have access to it.

7. Relationship with Award

This Agreement shall be read and interpreted in conjunction with the Nursing Homes, &c., Nurses' (State) Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement will take precedence to the extent of that inconsistency.

8. Anti-Discrimination

- 8.1 It is the intention of the parties to this Agreement to seek 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.
- 8.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 8.3 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.
- 8.4 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 Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 8.5 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 affectsany 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."

9. Probationary Period

Any new employee is initially engaged on the basis of a three month probationary period. During the probationary period the Employer or the employee has the right to terminate the employment for any reason without explanation and without any repercussions. The period of notice during the probationary period will be one week. The purpose of the probationary period is to enable the employee and the Employer to ascertain their suitability and capability to work together. At the successful completion of the three month probationary period the employee will be confirmed in their position.

10. Classification Structure and Rates of Pay

10.1 Definitions

- 10.1.1 "Director of Care Services" shall be a registered nurse who is registered by the Employer with the Health Administration Corporation as the person in charge of the facility. There shall be only one person in each facility entitled to be classified as Director of Care Services or whatever title the senior nursing administrator is known by in the individual facility and shall include "Chief Nurse" as defined by the *Nursing Homes Act 1988 (NSW)*.
- 10.1.2 "Deputy Director of Care Services" shall be a registered nurse appointed to that position or deemed to hold that position pursuant to clause 33 of the Award.
- 10.1.3 "Assistant Director of Care Services" shall be a registered nurse appointed as such in a Facility where the adjusted daily average of occupied beds is not less than 250 and includes a person appointed as the nurse in charge during any shift in such Facility.
- 10.1.4 "Unit Manager" shall be a registered nurse appointed to be in charge of a ward, unit or section of a Facility.
- 10.1.5 "Enrolled Nurse - Special Grade" means an enrolled nurse with an Advanced Certificate qualification and a minimum of six years full-time equivalent post enrolment experience, including three years full-time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by the Employer which satisfies the criteria determined by the NSW Health Department from time to time.
- 10.1.6 "Assistant in Nursing" means an employee, other than a registered nurse or enrolled nurse, who is employed to perform nursing duties in a Facility subject to the following conditions:

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- (a) Grade 1: an employee who does not have a Certificate Level III qualification in aged care.
- (b) Grade 2: an employee who has a Certificate Level III qualification in aged care.
- (c) Grade 3: an employee who in addition to the qualification outlined at Grade 2 has attained a qualification in a specialty area and/or an employee who is deemed by the Employer to have the appropriate level of skill and experience to co-ordinate and supervise residents' diversional activities.

10.2 Rates of Pay

- 10.2.1 Rates of pay shall be those prescribed in Annexure 1 to this Agreement on and from the dates set out therein.
- 10.2.2 The parties have agreed that the first increase to rates of pay shall apply by administrative action from the beginning of the first pay period commencing on or after 1 September 2002.

10.3 Transitional Arrangements – Assistant in Nursing

- 10.3.1 From the date of commencement of this Agreement, assistants in nursing will transfer into the classification structure outlined at sub-clause 10.1.6.
- 10.3.2 The year of service for the purpose of the incremental scale attaching to AIN Grades 2 and 3 will be determined by taking account of any service that an AIN had with the Employer and/or another aged care employer prior to the commencement date of this Agreement.
- 10.3.3 The Employer will inform each employee affected by this sub-clause of their new classification as soon as practicable and the date from which this new classification will take place.
- 10.3.4 If an employee disputes their new classification, the matter should first be brought to management's attention and the employee will be given the opportunity to discuss the matter with the Director of Care Services. If the employee is still not satisfied, then clause 14. Procedures for Resolving and Settling Disputes will be invoked.

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11. Rostering

The ordinary hours of work will be structured in such a way so as to enable handover time between shifts. Such time will count as working time and will be paid for as such.

12. Jury Service

- 12.1 A full-time, part-time or temporary employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

- 12.2 An employee shall notify the Employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the Employer documentary proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

13. Training And Professional Development

13.1 Attainment of Certificate Level III qualification

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

13.1.2 The Employer shall grant the assistant in nursing paid leave to attend to course requirements including examinations undertaken during normal rostered hours.

13.2 Study Leave

Employees are entitled to up to ten (10) days' unpaid leave in each anniversary year for the purposes of study, subject to the following conditions:

13.2.1 The study must be contributing to the employee's professional development in the field of nursing or other related health care discipline;

13.2.2 The employee must provide evidence of their enrolment in a course or of their involvement in examinations to the Employer prior to leave being approved;

13.2.3 The employee must provide the Employer with at least 28 days' written notice of their intention to take such leave;

13.2.4 Leave applied for under this sub-clause will be granted unless in the Employer's opinion the operations of the Facility will be affected.

13.2.5 Study leave applications will not unreasonably be denied.



14. Procedures for Preventing and Settling Disputes

14.1 If a dispute arises out of the interpretation of this Agreement or in the course of employment involving a single employee or any number of employees, the following procedure will be invoked:

14.1.1 Any potential industrial dispute will be discussed in the first instance by the employee(s) and the immediate team leader/supervisor. The team leader/supervisor will investigate and respond to the problem within three working days.

14.1.2 If unable to be resolved at that level the matter(s) will be referred by either party in writing to the nominated Employer representative within three working days. In most cases, this will be the Deputy Chief Executive Officer.

14.1.3 If there is no resolution at that level then the NSW Industrial Relations Commission will be notified.

- 14.2 At any stage during the process outlined in sub-clause 16.1, an employee may be assisted by a fellow employee or Association representative.
- 14.3 While the dispute is being processed work will continue and the status quo that existed prior to the commencement of the dispute will be observed. Provided that in the case of a genuine safety issue, the area of work that is the subject of the dispute will be isolated and alternate work will be offered to affected employees.

15. Consultative Committee

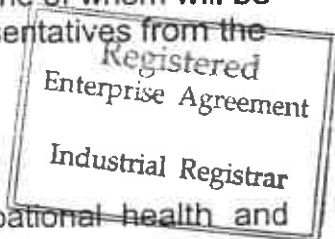
- 15.1 The parties agree that to achieve the objectives set out in clause 2. Aims and Objectives, it is critical that an atmosphere of mutual trust and co-operation be maintained.
- 15.2 While the parties intend that there will be an ongoing high level of informal co-operation in the interests of achieving the aims of this Agreement, the parties agree that the following formal consultative mechanisms may be established.
- 15.3 If employees request a workplace consultative committee then one will be established at each Facility consisting of an equal number of representatives from each of management, as nominated by the Employer, and the nursing workforce at the particular Facility, as elected by the nursing workforce at that Facility.
- 15.4 The committee is intended to be the principal forum for information exchange and consultation between the parties. The committee will take responsibility for the proper implementation and monitoring of the operation of this Agreement.
- 15.5 The parties agree that this committee will meet during normal working hours as often as is required.
- 15.6 The quorum will comprise three members of the committee, one of whom will be a management representative and two of whom will be representatives from the nursing workforce.

16. Occupational Health & Safety

- 16.1 The parties continue their commitment to optimum occupational health and safety in the workplace utilising "minimum lift" policies and procedures.
- 16.2 The working of double shifts or other excessive overtime is an occupational health and safety matter. Except in cases of emergency, these practices are to be avoided.

17. Transfer of Employment

- 17.1 Employees under this Agreement will be able to transfer their employment upon resigning from their employment at one Facility and commencing at another Facility, without any change to their accrued entitlements, anniversary date or rate of pay. Provided that the interval of time between ceasing employment at one Facility and commencing employment at another Facility shall not exceed six (6) months.



- 17.2 Provided that the interval of time referred to in sub-clause 17.1 hereof will not count as service for the purposes of accrual of leave entitlements.
- 17.3 Transfers of this nature are subject to position availability and the Employer cannot guarantee that an employee will receive the same guaranteed weekly hours or shift times when transferring to a new Facility.
- 17.4 For a transfer of employment pursuant to sub-clause 17.1 to be possible, an employee must make such request to management in writing prior to the termination of their employment at the Facility from which they are transferring.

18. Remuneration Packaging

Where agreed between the Employer and the employee, the Employer may introduce remuneration packaging in respect of salary. The terms and conditions of such a package over shall not, when viewed objectively, be less favorable than the entitlements otherwise available under the Award and this Agreement and shall be subject to the following provisions:

- 18.1 the Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- 18.2 the Employer shall confirm in writing to the employee:
- 18.2.1 the classification level and the current salary payable as applicable to the employee under this Agreement;
- 18.2.2 her/his right to choose payment of that salary referred to in paragraph 18.2.1 above instead of a remuneration package; and
- 18.2.3 that all Award and Agreement conditions, other than the salary shall continue to apply.
- 18.3 when determining the remuneration package, the non-salary fringe benefit shall not exceed a maximum grossed-up value of \$30,000 per annum of the applicable salary;
- 18.4 the employee shall attract 100% benefit of the remuneration packaging arrangements;
- 18.5 a copy of the agreement shall be made available to the employee;
- 18.6 the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- 18.7 the configuration of the remuneration package shall remain in force for the period agreed between the employee and the Employer;
- 18.8 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;
- 18.9 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 18.2.1 above;

18.10 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;

18.11 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 18.2.1 above. Any outstanding benefit shall be paid on or before the date of termination;

18.12 any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

18.13 Superannuation – An amount equivalent to the minimum statutory superannuation contribution on the unpackaged Agreement salary will be made by the Employer.

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

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

- Home mortgage
- Rent
- Other loans
- Motor vehicle loans
- School fees
- Insurance (health, life, home, home contents)
- University fees (HECS)
- Credit card purchases


18.16 Prior to the introduction of a remuneration packaging scheme in accordance with this clause, the Employee is encouraged to seek assistance from an independent financial advisor so that they may obtain financial advice on the benefits of such a scheme.

19. Leave Reserved

If during the nominal term of this Agreement the rates of pay and/or conditions of employment prescribed by the Nursing Homes, &c., Nurses' (State) Award are varied so that they are more favourable than those provided for in this Agreement, the Employer will commence negotiations immediately with the Association in consideration of such variation(s).



Signed for and on behalf of)
Frank Whiddon Masonic Homes)
Of New South Wales)



Robert Hillier
Chief Executive Officer

3/12/2002
DATE

In the presence of:

S. Hancock
(PRINT WITNESS NAME)

S. Hancock
(WITNESS SIGNATURE)

3/12/02
DATE

Signed for and on behalf of)
The New South Wales)
Nurses' Association)



Brett Holmes
General Secretary

26/11/02.
DATE

In presence of:

HARRY MARATHIEMIS
(PRINT WITNESS NAME)

H. Marathiemis
(WITNESS SIGNATURE)

26/11/02.
DATE

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ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
ASSISTANT IN NURSING Under 18 years of age - Grade 1, 2 & 3		
First year of experience	\$ 387.04	\$396.72
Second year of experience	\$ 404.16	\$414.26
Thereafter	\$ 420.25	\$430.76
18 years of age and over -		
ASSISTANT IN NURSING GRADE 1	\$ 501.12	\$513.65
ASSISTANT IN NURSING GRADE 2		
First year of experience	\$ 504.30	\$516.91
Second year of experience	\$ 519.43	\$532.41
Third year of experience	\$ 527.22	\$540.40
Thereafter	\$ 535.13	\$548.51



ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
ASSISTANT IN NURSING GRADE 3		
First year of experience	\$ 543.16	\$556.74
Second year of experience	\$ 551.31	\$565.09
Third year/ thereafter experience	\$ 559.58	\$573.57
TRAINEE ENROLLED NURSE Under 18 years of age -		
First year of experience	\$ 387.04	\$396.72
Second year of experience	\$ 404.16	\$414.26
Thereafter	\$ 420.25	\$430.76
18 years of age and over -		
First year of experience	\$ 456.54	\$467.95
Second year of experience	\$ 471.19	\$482.97
Third year of experience	\$ 501.12	\$513.65



ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
ENROLLED NURSE		
First year of experience	\$ 560.68	\$574.69
Second year of experience	\$ 572.67	\$586.98
Third year of experience	\$ 585.07	\$599.70
Fourth year of experience	\$ 597.37	\$612.30
Thereafter	\$ 609.88	\$625.12
ENROLLED NURSE - SPECIAL GRADE	\$ 618.25	\$633.70



ANNEXURE 1 - RATES OF PAY

REGISTERED NURSE	From 1 September 2002	From 1 September 2003
	Per Week	Per Week
First year of service	\$ 635.40	\$651.28
Second year of service	\$ 670.04	\$686.79
Third year of service	\$ 704.59	\$722.20
Fourth year of service	\$ 741.59	\$760.13
Fifth year of service	\$ 778.28	\$797.74
Sixth year of service	\$ 815.08	\$835.46
Seventh year of service	\$ 857.00	\$878.43
Eighth year of service	\$ 892.26	\$914.57

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ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
CLINICAL NURSE EDUCATOR	\$ 928.86	\$952.08
NURSE EDUCATOR		
First year	\$ 989.54	\$1,014.27
Second year	\$ 1,017.42	\$1,042.85
Third year	\$ 1,042.43	\$1,068.49
Fourth year	\$ 1,096.96	\$1,124.38
CLINICAL NURSE CONSULTANT	\$ 1,096.96	\$1,124.38



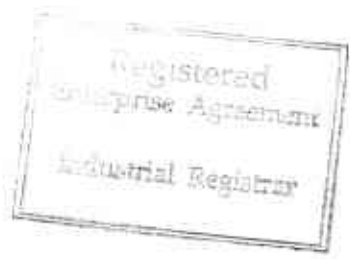
ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
UNIT MANAGER First Year	\$ 1,042.43	\$1,068.49
Second Year & Thereafter	\$ 1,070.20	\$1,096.96
SENIOR NURSE EDUCATOR First Year	\$ 1,123.50	\$1,151.59
Second year	\$ 1,146.46	\$1,175.12
Third year	\$ 1,184.80	\$1,214.42



ANNEXURE 1 - RATES OF PAY

	From 1 September 2002 Per Week	From 1 September 2003 Per Week
ASSISTANT DIRECTOR OF CARE SERVICES		
250 beds & over	\$ 1,123.50	\$ 1,151.59
DEPUTY DIRECTOR OF CARE SERVICES		
Less than 20 beds	\$ 1,037.92	\$ 1,063.86
20 beds, less than 75 beds	\$ 1,064.87	\$ 1,091.49
75 beds, less than 100 beds	\$ 1,089.58	\$ 1,116.81
100 beds, less than 150 beds	\$ 1,112.84	\$ 1,140.66
150 beds, less than 200 beds	\$ 1,146.46	\$ 1,175.12
200 beds, less than 250 beds	\$ 1,184.80	\$ 1,214.42
250 beds, less than 350 beds	\$ 1,229.08	\$ 1,259.80
350 beds, less than 450 beds	\$ 1,273.15	\$ 1,304.98
450 beds & over	\$ 1,320.41	\$ 1,353.42
DIRECTOR OF CARE SERVICES OR SUBSIDIARY NURSING HOME DIRECTOR OF CARE SERVICES		
Less than 25 beds	\$ 1,160.81	\$ 1,189.83
25 beds, less than 50 beds	\$ 1,229.08	\$ 1,259.80



50 beds, less than 75 beds	\$ 1,255.52	\$1,286.91
75 beds, less than 100 beds	\$ 1,281.76	\$1,313.81
100 beds, less than 150 beds	\$ 1,318.56	\$1,351.52
150 beds, less than 200 beds	\$ 1,362.64	\$1,396.70
200 beds, less than 250 beds	\$ 1,406.71	\$1,441.88
250 beds, less than 350 beds	\$ 1,459.60	\$1,496.09
350 beds, less than 450 beds	\$ 1,547.65	\$1,586.34
450 beds & over	\$ 1,637.34	\$1,678.27

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