

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/16

TITLE: The Mater Hospital North Sydney Nurses' Enterprise Agreement 2005

I.R.C. NO: IRC5/6487
EA6/16

DATE APPROVED/COMMENCEMENT: 20 December 2005 / 20 December 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA05/80.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

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

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

**THE MATER HOSPITAL
NORTH SYDNEY**

NURSES'

**ENTERPRISE AGREEMENT
2005**

between

**St Vincents & Mater Health
Sydney Limited**

and

**New South Wales
Nurses' Association**

CLAUSE 1 TITLE

This enterprise agreement will be known as and referred to as The Mater Hospital North Sydney Nurses' Enterprise Agreement 2005 ("**the agreement**").

CLAUSE 2 PARTIES

This agreement will be binding on –

- i) The Mater Hospital, Rocklands Road, North Sydney NSW 2060, a Hospital operated by St Vincents & Mater Health Sydney Limited ("**the employer**");
- ii) New South Wales Nurses' Association of 43 Australia Street, Camperdown, New South Wales, 2050 ("**the Association**"); and
- iii) All nursing staff employed by the employer at the Mater Hospital North Sydney and within the classifications of work contained in the Private Hospital Industry Nurses' (State) Award and this agreement ("**the employees**").

CLAUSE 3 DURATION

- i) This agreement will take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales and will remain in force until 21 December 2007.
- ii) Negotiations on terms and conditions of employment contained within this agreement will commence no later than 3 months before the termination date of this agreement.

CLAUSE 4 RELATIONSHIP TO 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.
- iii) Where there is any inconsistency between the Award and this Agreement, the terms of the Agreement will apply.

CLAUSE 5 DEFINITIONS

(i) Enrolled Nurse – Special Grade

"**Enrolled Nurse – Special Grade**" means an enrolled nurse with an Advanced Certificate qualification and a minimum of three years equivalent post enrolment experience. Such a nurse is appointed to a position established by the employer which satisfies this criteria.

(ii) Enrolled Nurse – Endorsed to Administer Medication

"Enrolled Nurse – Endorsed to Administer Medication" means an enrolled nurse who has successfully completed a Nurses Registration Board of NSW accredited course that includes a medication component and the Nurses Registration Board of NSW has issued the enrolled nurse with an endorsement for the administration of medications either by:

- (a) a notation on the enrolled nurse's Authority to Practise certificate; or
- (b) a letter (original) from the Board stating that the enrolled nurse has successfully completed an accredited medication course and that the nurse is endorsed for this practice.

(iii) Clinical Nurse Consultant

(a)"Clinical Nurse Consultant Grade 1" means a registered nurse appointed to a position approved by the employer, who has at least 5 years full time equivalent post registration experience and in addition has approved post registration nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the employer.

(b)"Clinical Nurse Consultant Grade 2" means a registered nurse appointed to a position approved by the employer, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the nurse must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the employer. The employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

CLAUSE 6 RATES OF PAY

- (i) The minimum rates of pay per week shall be as set out in Table 1: Rates of Pay.
- (ii) The salaries set out in Table 1 – Salaries, of Part B, Monetary Rates reflect the following salary increases above the rates prescribed by the Private Hospital Industry (State) Award:
 - (a) 3% from the first full pay period commencing on or after the 1st December 2005;
 - (b) 3% from the first full pay period commencing on or after the 1st April 2006;
 - (c) 4% from the first full pay period commencing on or after the 31st December 2006;
 - (d) 4% from the first full pay period commencing on or after 18th December 2007.
- (iii) Provided that all employees covered by this Agreement shall not be paid less than the rates of pay prescribed by the Private Hospital Industry Nurses (State) Award for their classification.

CLAUSE 7 ACCELERATED PROGRESSION PROGRAM

- (i) During the life of this Agreement, the parties are committed to implementing an Accelerated Progression Program that is intended to:
 - Be an employee driven reward and recognition program for demonstrated competency
 - Provide self paced learning and improved skill development
 - Provide individual autonomy over career and remuneration
 - Promote recruitment and retention
 - Promote clinical excellence and best practice
- (ii) Full details of this Program will be provided and discussed during the life of this Agreement.

CLAUSE 8 PARENTAL LEAVE

(A) Parental Leave consists of:

- (i) Maternity leave taken by a female employee in connection with her pregnancy or birth of her child; or
- (ii) Paternity leave taken by a male employee in connection with his partner's pregnancy or the birth of his child; or
- (iii) Adoption leave taken by female and/or male 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 40 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 40 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 12 months of continuous service with the employer.

(C) Eligibility for a further period of Parental Leave

An employee (including a casual employee) who has once met the conditions for paid parental leave will not be required to meet the eligibility requirements of sub-clause (B) of this clause again 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 her/his services have been 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) Portability of service for parental leave

Portability of service for parental leave involves the recognition of service with the employer for the purpose of determining an employee's eligibility to receive paid parental leave. For example, where an employee moves between facilities operated by St Vincents & Mater Health Sydney, previous continuous service will be counted towards the service required for parental leave.

Maternity Leave

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

- (i) **Paid Maternity Leave** - an employee is entitled to nine weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to nine weeks before 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 satisfactorily perform 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 eighteen 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 leave of not more than 12 months after the actual date of birth.

(iii) **Applications for Maternity Leave -**

An employee who intends to take maternity leave should formally notify the employer 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 before the commencement of the leave should 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 before 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 leave, or on recreation leave, long service leave, or sick leave without pay before the birth, such leave ceases nine weeks before 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 employer is obliged, as far as practicable, to provide employment in some other position that she is able to perform satisfactorily. 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 paid paternity leave as follows:

- (i) **Paid Paternity Leave** - an employee is entitled to an unbroken period of up to one week of paid 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 take paternity leave should formally notify his employer of such intention as early as possible, so that arrangements associated with his absence can be made.

Written notice not less than eight weeks before the start 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) Adoption Leave -

- (i) **Paid Adoption Leave** – an eligible employee is entitled to paid adoption leave of nine weeks at the ordinary rate of pay to be taken within 12 months of the date of taking custody of the child.

Paid adoption 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 eighteen weeks on a regular fortnightly basis.

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

(ii) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(H) 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 otherwise 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 his/her 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 his/her 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 his/her former position and for which the employee is capable or qualified.

(v) Return for Less than Full Time Hours -

Employees may make application to their 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 period is to be limited to 12 months after which full time duties must be resumed unless otherwise negotiated between the employer and employee.

The employee is to make an application for leave without pay to reduce her/his full time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks notice must be given.

No application will be unreasonably refused, but such applications are subject to the requirements of the department being met.

The amount of leave without pay to be granted to individual employees is to be by mutual agreement with the employer.

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

(I) Lactation Provisions

Employees who are lactating will be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child. The employer will provide access to suitable facilities for such purpose, in accordance with the employer's policy.

CLAUSE 9 SPECIAL LEAVE

- (i) Paid leave shall be available to employees for special purposes that require them to be absent from duty.
- (ii) Special purposes can include, but shall not be limited to the following; attendance at graduation ceremonies, care for family or friends when Personal Carer's Leave does not apply.
- (iii) A request from an employee to access Special Leave shall not be unreasonably withheld.
- (iv) An employee may have up to 3 days Special Leave a year (or 24 working hours where employees are working other than 8 hour shifts). For the purposes of this clause, the year shall commence from the date of operation of this Agreement; or for future employees their starting date of employment.
- (v) As far as practicable and where possible Special Leave shall be applied for one (1) week in advance. This notice period can be waived in exceptional circumstances.
- (vi) Part-time employees shall be entitled to Special Leave on a pro rata basis.
- (vii) An employee may request Special Leave to be taken during any other period of leave.
- (viii) Special leave is in addition to any other leave prescribed by this Agreement.
- (ix) In the event that request for Special Leave is withheld the employee has the right to invoke the provision of the Grievance Clause in the parent award.

CLAUSE 10 NSW NURSES' ASSOCIATION BRANCH REPRESENTATIVES

- (i) NSWNA 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, taking into account patient care.
- (ii) Branch representatives shall also be granted reasonable time during working hours to:
 - a) consult with union members and with officials of the Association;
 - b) represent the interests of Association members to the employer; and
 - c) participate in the affairs of the Association.
- (iii) The Branch representatives shall be entitled to confer with management during working hours, without loss of pay, on any matter affecting members of the Association employed by the employer.
- (iv) The employer shall recognise Branch representatives at the workplace, and undertakes to permit such Branch representatives to perform their role without discrimination and victimisation in their employment.
- (v) The employer will consult with Branch representatives before introducing any significant change which will impact on nursing employees.
- (vi) The employer will provide an opportunity during orientation for Branch representatives or a NSWNA Organiser to address new employees about the benefits of union membership and distribute Association membership forms.
- (vii) The employer will allow Branch representatives reasonable access to the use of hospital facilities for the purpose of carrying out work as a Branch representative and consulting with workplace colleagues and the Association.
- (viii) The employer shall provide a notice board in a prominent location in the workplace on which Branch officials and accredited delegates may place notices relevant to Association activities.
- (ix) In addition to any entitlement to paid leave, the employer will give Branch representatives trade union paid leave of up to 5 days per annum per employee to attend the Association's Branch Officials Training program, and the Association Annual Conference.

- (x) The employer will allow reasonable time subject to mutual agreement for Branch representatives to attend the Association's Committee of Delegates and/or Council.
- (xi) The Branch representatives shall be entitled to facilitate up to four paid union meetings per year to discuss issues with nursing employees.

CLAUSE 11 SALARY PACKAGING

Salary packaging shall be available to all full-time and part-time employees, and casual employees who work on average a minimum of 14 hours per week.

- (i) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counseling to familiarize themselves with the implications of salary packaging on their individual personal financial situations.
- (ii) Benefits available to be packaged are:
 - Mortgage
 - Rent
 - Energy services (electricity, gas, water, telephone)
 - Insurances (health, life, home, home contents)
 - Credit cards
 - Benefits card

Casual staff who elect to salary package will be required to do so by using the Benefits card arrangement, or any arrangements replacing the Benefits card.

- (iv) The value of benefit/s packaged must not exceed a maximum of \$17,000.00 gross or \$8755 net per annum of an employee's salary.
- (v) The employee shall attract the full benefit of salary packaging arrangements.
- (vi) Where there is an annual administration fee associated with the management of salary packaging, it is to be paid by the employee.
- (vii) The employer and an employee must enter into a written salary packaging agreement setting out the conditions of any remuneration package including notice to be given of any changes.
- (viii) A copy of the salary packaging agreement will be given to the employee.
- (ix) An agreement will end immediately if:
 - the monetary value of the benefit/s becomes greater than the salary which would be payable if the employee had not taken benefits in lieu of salary; or
 - the employer ceases to attract exemption from payment of Fringe Benefits Tax; or
 - the employee ceases to be employed by the employer.
- (ix) Any pay increases granted to employees under the Agreement shall also apply to employees subject to salary packaging arrangements within this clause.
- (x) Superannuation – An amount equivalent to the minimum statutory superannuation contribution will be paid on the unpackaged salary prescribed by this agreement.

CLAUSE 12 LEARNING AND DEVELOPMENT

- (i) Managers and supervisors are responsible for promoting and supporting learning activities for employees in their area of responsibility.
- (ii) Professional development shall be identified annually through the employees' annual performance appraisal.
- (iii) Leave for learning or development will be negotiated between the employee and the employer, based on the requirements of the course.
- (iv) When an employee is required by the employer to undertake training outside ordinary working hours, the employee will be paid at their ordinary rate of pay for the time spent in training.

CLAUSE 13 LONG SERVICE LEAVE

- (i) Every employee after five years' continuous service with the employer shall be entitled to one month's long service leave on full pay; after ten years' continuous service to two month's long service leave on full pay; after fifteen years' continuous service to three month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. This long service leave, up to the amount accrued at the date of commencement of such leave, shall be taken at a time to be mutually arranged between the employer and the employee, provided the minimum period taken is one month.
- (ii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to one month's long service leave on full pay. For service over 5 years, leave is calculated in proportion to years of service based on 2 months' long service leave for 10 years service.
- (iii) Where an employee has acquired a right to long service leave under subclauses (i) and (ii) of this clause, then and in every such case:
 - (a) If before such leave has been entered upon, the employment of such an employee has been terminated, the employee shall be entitled to receive the monetary value of the leave to which such staff member has been entitled computed at the rate of salary which such employee had been receiving immediately before the termination of employment.
 - (b) If an employee dies before entering upon long service leave, or if after having entered upon the same, dies before its termination, the employee's partner or children or other dependent relatives or their legal representatives, shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.
- (iv) For the purpose of this clause:
 - (a) one month equals four and one third weeks;
 - (b) continuous service at the Mater Hospital North Sydney before this Agreement takes effect shall be taken into account;
 - (c) continuous service shall be deemed not to have been broken by:-
 - (1) any period of absence on leave without pay not exceeding six months; or
 - (2) absence of an employee from the Mater Hospital North Sydney whilst a member of the Defence Forces of the Commonwealth in time of war; or
 - (3) any period of absence on parental leave taken by the staff member in accordance with the *Industrial Relations Act 1996*.
- (v) Where any employee has been granted a period of long service leave before this Agreement takes effect the amount of such leave shall be debited against the amount of leave due under this agreement.

- (vi) Any period(s) of part-time employment with the employer shall count towards long service leave. The payment for such long service leave shall be calculated on a proportionate basis taking into account the average number of hours worked per week relative to 38 hours.
- (vii) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

CLAUSE 14 SPECIAL ALLOWANCES

- (i)
 - (a) 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 salary, the amount set out in Item 1 of Table 2 Allowances.
 - (b) 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.
 - (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than that of a registered nurse.
- (ii)
 - (a) An employee required by his or her employer to be on call otherwise than as provided in paragraph (b) shall be paid the amount set out in Item 2 of Table 2 of Part B for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
 - (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 amount set out in Item 3, of Table 2 of Part B for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.
 - (c) Where an employee on 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 clause shall apply to all classifications covered by this agreement.
- (iii) The allowances prescribed by this Clause will be adjusted in line with all future increases in the Rates of Pay prescribed by this Agreement.

CLAUSE 15 JOINT CONSULTATIVE COMMITTEE

- (i) The committee to be known as the Joint Consultative Committee will consist of:
 - * Up to four NSWNA member employees;
 - * Up to four representatives from the employer;
- (ii) The Committee will agree to consult regularly on matters affecting the parties to the agreement and to consider issues which arise therein.
- (iii) The Committee will meet monthly and in any case no less than four times each calendar year to discuss workplace issues. Employees attending these meetings will be paid at normal rates.

CLAUSE 16 COPY OF AGREEMENT

A copy of the award and the agreement will be displayed where it can be easily read by all employees and copies of such documents will be made available on request.

CLAUSE 17 NO EXTRA CLAIMS

There shall be no extra claims for six months following the last salary increase provided for under this Agreement, except as provided for in Clause 18 Leave Reserved.

CLAUSE 18 LEAVE RESERVED

- (i)
 - (a) If during the life of this agreement the salaries and/or conditions prescribed by the Public Hospital Nurses' (State) Award are varied, either party may request that discussions commence in respect of such variation being included in this Agreement.
 - (b) Any discussions commenced under sub-clause (a) shall not be taken to mean that there will be any automatic flow on of any variation to the Public Hospital Nurses Award, immediately or otherwise.
 - (c) Should the parties fail to reach agreement on any matter raised pursuant to this clause the Dispute Settlement procedure will be followed.
- (ii) If during the life of this agreement either party considers the implementation of Clause 9 Special Leave requires review, discussion will take place with a view to making any necessary changes to the clause.
- (iii) During the life of this agreement either party may request that discussions commence in relation to an exemptions clause in respect of staff remunerated at more than the rates of pay in this Agreement.

CLAUSE 18 EXEMPTION

Casual staff who are employed through the SV&MHS Agency Agreements and/or the SV&MHS casual pool shall be excluded from this Agreement.

SIGNED for and behalf of St Vincents & Mater Health Sydney Limited:

Kerrie Field
General Manager Human Resources

In the presence of

Witness: _____

Date: _____

Signed for and on behalf of the New South Wales Nurses' Association:

Judith Kiejda
Assistant General Secretary

In the presence of:

Witness: _____

Date: _____

TABLE 1
RATES OF PAY

Increase		3%	3%	4%	4%
Date of effect	Current	01/12/05	01/04/06	31/12/06	18/12/07
Assistant in Nursing/ Trainee					
Enrolled Nurse -					
Under 18					
First year	\$466.70	\$480.70	\$495.10	\$514.90	\$535.50
Second year	\$487.50	\$502.10	\$517.20	\$537.90	\$559.40
Thereafter	\$506.80	\$522.00	\$537.70	\$559.20	\$581.60
Over 18					
First year	\$550.60	\$567.10	\$584.10	\$607.50	\$631.80
Second year	\$568.40	\$585.50	\$603.10	\$627.20	\$652.30
Third year	\$586.10	\$603.70	\$621.80	\$646.70	\$672.60
Thereafter	\$604.60	\$622.70	\$641.40	\$667.10	\$693.80
Enrolled Nurse					
First year	\$676.10	\$696.40	\$717.30	\$746.00	\$775.80
Second year	\$690.70	\$711.40	\$732.70	\$762.00	\$792.50
Third year	\$705.60	\$726.80	\$748.60	\$778.50	\$809.60
Fourth year	\$720.40	\$742.00	\$764.30	\$794.90	\$826.70
Thereafter	\$735.80	\$757.90	\$780.60	\$811.80	\$844.30
Enrolled Nurse – Special Grade	\$758.80	\$781.60	\$805.00	\$837.20	\$870.70
Enrolled Nurse Endorsed to Administer Medication Yr 1					
Year 2	\$705.60	\$726.80	\$748.60	\$778.50	\$809.60
Year 3	\$720.40	\$742.00	\$764.30	\$794.90	\$826.70
Year 4	\$735.80	\$757.90	\$780.60	\$811.80	\$844.30
Year 5	\$752.40	\$774.90	\$798.20	\$830.20	\$863.40
Nurse undergoing pre-registration training					
	\$660.90	\$680.70	\$701.10	\$729.10	\$758.30
Registered Nurse -					
First year	\$766.40	\$789.40	\$813.10	\$845.60	\$879.40
Second year	\$808.10	\$832.30	\$857.30	\$891.60	\$927.30
Third year	\$850.00	\$875.50	\$901.80	\$937.90	\$975.40
Fourth year	\$894.50	\$921.30	\$948.90	\$986.90	\$1,026.40

Fifth year	\$938.80	\$967.00	\$996.00	\$1,035.80	\$1,077.20
Sixth year	\$983.20	\$1,012.70	\$1,043.10	\$1,084.80	\$1,128.20
Seventh year	\$1,033.80	\$1,064.80	\$1,096.70	\$1,140.60	\$1,186.20
Eighth year	\$1,076.30	\$1,108.60	\$1,141.90	\$1,187.60	\$1,235.10
Clinical Nurse Specialist	\$1,120.30	\$1,153.90	\$1,188.50	\$1,236.00	\$1,285.40
Clinical Nurse Consultant					
Grade 1	\$1,377.40	\$1,418.70	\$1,461.30	\$1,519.80	\$1,580.60
Grade 2	\$1,406.70	\$1,448.90	\$1,492.40	\$1,552.10	\$1,614.20
Nurse Unit Manager					
Level I	\$1,350.30	\$1,390.80	\$1,432.50	\$1,489.80	\$1,549.40
Level II	\$1,414.40	\$1,456.80	\$1,500.50	\$1,560.50	\$1,622.90
Level III	\$1,452.20	\$1,495.80	\$1,540.70	\$1,602.30	\$1,666.40
Clinical Nurse Educator	\$1,120.30	\$1,153.90	\$1,188.50	\$1,236.00	\$1,285.40
Nurse Educator					
First year	\$1,242.60	\$1,279.90	\$1,318.30	\$1,371.00	\$1,425.80
Second year	\$1,277.60	\$1,315.90	\$1,355.40	\$1,409.60	\$1,466.00
Third year	\$1,308.90	\$1,348.20	\$1,388.60	\$1,444.10	\$1,501.90
Fourth year	\$1,377.40	\$1,418.70	\$1,461.30	\$1,519.80	\$1,580.60
Senior Nurse Educator					
First year	\$1,410.40	\$1,452.70	\$1,496.30	\$1,556.20	\$1,618.40
Second year	\$1,439.50	\$1,482.70	\$1,527.20	\$1,588.30	\$1,651.80
Third year	\$1,487.70	\$1,532.30	\$1,578.30	\$1,641.40	\$1,707.10
Assistant Director of Nursing	\$1,452.20	\$1,495.80	\$1,540.70	\$1,602.30	\$1,666.40
Deputy Director of Nursing 100 beds, less than 200 beds	\$1,452.20	\$1,495.80	\$1,540.70	\$1,602.30	\$1,666.40
Director of Nursing 150 beds, less than 200 beds	\$1,710.90	\$1,762.20	\$1,815.10	\$1,887.70	\$1,963.20

TABLE 2

ALLOWANCES

Item	Allowance	Current	1/12/05	1/4/06	21/12/06	18/12/07
1	In Charge	\$24.23	\$24.96	\$25.71	\$26.73	\$27.80
2	On Call	\$29.03	\$29.90	\$30.80	\$32.03	\$33.31
3	On Call – Rostered off	\$57.36	\$59.08	\$60.85	\$63.29	\$65.82