

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/273

TITLE: The Ramsay Health Care & New South Wales Nurses' Association Enterprise Agreement 2006-2008

I.R.C. NO: IRC6/1526

DATE APPROVED/COMMENCEMENT: 21 March 2006 / 21 March 2006

TERM: 29

NEW AGREEMENT OR
VARIATION: New.

GAZETTAL REFERENCE: 28 July 2006

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Ramsay Health Care Limited (Ramsay Health Care Australia Pty Ltd, located at Level 9, 154 Pacific Highway, St Leonards NSW 2065, who are engaged in the occupation and/or industry of nursing as defined in the Private Hospital Industry Nurses' (State) Award and at all private hospitals and day procedure centres in which the employer employs in New South Wales. It shall also apply to any facility acquired in NSW during the term of the agreement, who fall within the coverage of the following awards: Private Hospital Industry Nurses' (State) Award, Nurses' (Private Sector) Training Wage (State) Award, Nurses (Private Sector) Redundancy (State) Award and the Private Hospital and Nursing Home Nurses' Superannuation (State) Award. This agreement shall not apply to the divested hospitals North Gosford Private Hospital and Lingard Private Hospital and also to The Hills Private Hospital and the Prince of Wales Private Hospitals which are to be divested.

PARTIES: Ramsay Health Care Australia Pty Limited -&- the New South Wales Nurses' Association

THE RAMSAY HEALTH CARE & NEW SOUTH WALES NURSES'
ASSOCIATION ENTERPRISE AGREEMENT
2006-2008

This Enterprise Agreement is to be known as "The Ramsay Health Care & New South Wales Nurses' Association Enterprise Agreement 2006-2008".

This Agreement is made in two Parts. The terms and conditions set out in Part B apply save where express exclusion is made in Part A.

PART A

1. Parties

This Agreement is made between Ramsay Health Care Limited (Ramsay Health Care Australia Pty Ltd, A.C.N 003 184 889) ("the Employer") and the New South Wales Nurses' Association ("the Association").

2. Nominal Term

This Agreement is to commence on the date of approval of this Enterprise Agreement and is to continue to 1 September 2008 and thereafter until terminated.

3. No Extra Claims

It is a term of this Agreement that no employee bound by this Agreement or the Association shall during the Agreement's operation make any further claim for any alteration, improvement or change in the remuneration or conditions of employment contained in this Agreement.

4. Application and Exclusion of Awards

The provisions of the following Awards shall continue to apply save where express exclusion is made in this Part:

Private Hospital Industry Nurses' (State) Award; and
Nurses' (Private Sector) Training Wage (State) Award; and
Nurses' (Private Sector) Redundancy (State) Award; and
Private Hospital and Nursing Home Nurses' Superannuation (State) Award.

The Awards as gazetted are included as Part B to this Agreement.

5. Scope

This Agreement applies to all employees who are or are eligible to become members of the Association employed in Ramsay Health Care Limited (A.C.N 003 184 889) in New South Wales and engaged in the occupation and/or industry of nursing as defined in clause 45 of the Private Hospital Industry Nurses' (State) Award. Further, it shall apply at all private hospitals and day procedure centres in which the Employer employs in New South Wales and shall apply to any facility acquired in New South Wales during the currency of the Agreement. This Agreement shall not apply to the divested hospitals North Gosford Private Hospital and Lingard Private Hospital.

6. Additional Classifications

In addition to the classifications set out in Schedule I of the Private Hospital Industry Nurses' (State) Award in Part B of this Agreement, the following additional classifications shall apply to employees who are required by the Employer to perform work in accordance with the definitions below:

- (a) Enrolled Nurse - Medication Endorsement, where this means a person enrolled by the Board and endorsed to administer medications.

An enrolled nurse with such an endorsement in the employ of the Employer as at the commencement of this Agreement will be re-classified and paid from that date as an Enrolled Nurse - Medication Endorsement ("EN - ME"), upon production of a letter from the Board confirming endorsement to administer medications or the endorsed authority to practice.

For example, an EN Year 4 who achieves medication endorsement will be re-classified and paid as an EN - ME Year 4.

Employees employed on a full time basis within the classification shall progress through the incremental scale at 12 monthly intervals of service thereafter.

Employees employed other than on a full time basis within the classification shall progress through the incremental scale upon completion of every 1,982 hours of service thereafter.

- (b) Assistant in Midwifery, to be defined & paid according to the Assistant in Nursing classification listed in schedule I of Part A of this Agreement.
- (c) the addition of the term “midwife” to certain other classifications as listed in Schedule I of Part B of this Agreement. In this Agreement and the Awards, registered nurse means a person registered by the Nurses’ and Midwives’ Board as a registered nurse and/or a registered midwife.

The above additional classifications shall operate from the date this Agreement is approved and employees employed in the above classifications shall be paid in accordance with Schedules I and II of Part A.

7. Remuneration

Salaries and allowances payable to employees shall not be less than those as set out in the schedules below and will include the following salary increases to be paid during the term of this Agreement:

- 4% effective from the first full pay period commencing on or after 1 September 2006
- 4% effective from the first full pay period commencing on or after 1 September 2007
- 2.5% effective from the first full pay period commencing on or after 30 June 2008.

- Salaries

Refer to Schedule I of Part A.

- Allowances

Refer to Schedule II of Part A.

8. Family Provisions Test Case 2005

The variation to the Private Hospital Industry Nurses’ (State) Award by general order made in matter no. IRC 4201 of 2005 on 19 December 2005 shall form part of this Agreement and is appended.

9. Non-application of Part B clauses

The following clauses of the Private Hospital Industry Nurses’ (State) Award do not apply:

- clause 40, Exemptions; and
- clause 32 (iii) and (iv).

10. Resolution of Disputes

In addition to the Resolution of Disputes clause in the Private Hospital Industry Nurses’ (State) Award, the following subclause will apply:

In the event that this Enterprise Agreement is covered by federal legislation the parties expressly confer the powers of 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.

PART B

Part B shall comprise the following provisions as appended to this Agreement:

- Private Hospital Industry Nurses’ (State) Award, and in addition to the gazetted version, the provisions inserted by variation for the Family Provisions test case in matter no. 4201 of 2005 on 19/12/05; and
- Nurses’ (Private Sector) Training Wage (State) Award; and
- Nurses’ (Private Sector) Redundancy (State) Award; and
- Private Hospital and Nursing Home Nurses’ Superannuation (State) Award,

as gazetted as follows:

PRIVATE HOSPITAL INDUSTRY NURSES' (STATE) AWARD

Schedule of Award Published 24.8.01 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C0396	24.8.01	First pay period on or after 13.6.01	327	1
Erratum to 45 (ii) & Table 1 of Part B	C0595	19.10.01		328	1086
43 (1)	C1016	8.3.02	On and from 31.5.01	331	1077
2,45(iv) & Part B	C1082	21.6.02	From 24.1.01	334	683
Arrangement, 20A & Part B	C2310	19.12.03	From 15.09.03	342	472
1, 2, 3, 6, 9, 10, 12, 13, 17, 18, 22, 23, 24, 25, 27, 28, 30, 37, 41, 45, Part B	C2807	27.08.2004	On 09.06.2004	346	193
2 & Part B	C3762	07.10.2005	On and From 16.05.2005	354	497

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

Schedule of Consolidated Award Published on 2.8.1996 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	B4427	2.8.96	First pay period on or after 26.3.96	294	77
8(a)(v); Table 1 of Part B - Monetary Rates	B5710	6.2.98	First pay period on or after 10.6.97	303	543
8(a)(vi) & Table 1 of Part B - Monetary Rates	B5777	12.12.97	On and from 27.8.97	302	686
Arrangement; 3(d); 5; 7(a); 8(a)(i)(iv); 9A; 11; & 12.	B6359	9.10.98	First pay period on or after 12.12.97	306	1039
8(a)(vi) & Table 1 of Part B - Monetary Rates.	B7221	12.11.99	First pay period on or after 31.7.98	312	129
8(a)(vi); Table 1 of Part B	B8455	24.3.00	First pay period on or after 31.7.99	314	496
Arrangement;	5 B8920	11.8.00	First pay period on	317	990

(Definition of DTEC deleted); 5 & 6 (The words DTEC have been replaced) 9A (partly); 9B; Table 3.			or after 16.11.99		
8(a)(iv)(v)(vi); Tables 1, 2 & 3 of Part B	C0492	28.9.01	First pay period on or after 4.6.01	328	259
Arrangement, 2(a)(d)(e), 3, 4, 5, 6, 7(a)(iv), 10(a)(b)(v), 11, Part B Tables 1 & 2	C1284	16.8.02	First pay period on or after 12.3.02	335	1068
7(a)(iv) & Part B -Tables 1 & 2	C1553	1.11.02	First pay period on or after 12.3.03	336	1061
4, 5, 6, 7, 8, and 9	C2614	28.05.04	First pay period on or after 24.12.03	344	680
7, Part B	C4207	3.2.2006	First full pay period on or after 9.11.2005	356	1219

NURSES (PRIVATE SECTOR) REDUNDANCY (STATE) AWARD

Schedule of Consolidated Award Published on 30.07.2004 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Award	C2505	30.07.2004	First pay period on or after 12.12.2003	345	596

PRIVATE HOSPITAL AND NURSING HOME NURSES' SUPERANNUATION (STATE) AWARD

Schedule of Award Published 25 June 2004 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol	Page
Review of Award pursuant to Section 19	C2509	25.06.04	12.12.03	345	
Variation to Clause 5 Contributions	C4137	24.02.06	FPP on or after 29.07.05	357	572

Note when the Award is gazetted in accordance with the General Order,
the clause numbering may change.

Exhibit 2 as amended

PRIVATE HOSPITAL INDUSTRY NURSES' (STATE) AWARD

**BEFORE THE INDUSTRIAL RELATIONS COMMISSIONS
OF NEW SOUTH WALES**

Industrial Relations Act 1996

Matter No. IRC 4201 of 2005

Family Provisions Case 2005

Before: Wright J, President
Sams DP
Staff J
Ritchie C

19 December 2005

Order

Pursuant to s 50 of the *Industrial Relations Act 1996*, the Full Bench of the Commission orders, for the purposes of awards under the Act, the adoption, partly and with modifications as contained within this decision, of the principles and provisions having effect under the National Decision in the *Family Provisions Case 2005* [PR802005].

Awards shall be varied by general order to give effect to the following standard clauses in Clauses 27, Compassionate Leave, 28, Personal/Carer's Leave and 44. Parental Leave:

27. Compassionate Leave

- (i) In general, compassionate leave with pay should be granted only in extraordinary or emergent circumstances where a member of the staff of a hospital is forced to absent themselves from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- (ii) Any absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, to make good should be covered by the grant of leave without pay or, if the employee so desires, charged against their annual leave credit.
- (iii) The following basic principles should be kept in mind when dealing with applications by permanent employees:
 - (a) Bereavement Leave - An employee shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in paragraph (c) of this subclause. Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days. Leave with pay would not ordinarily be granted for the death or attendance at the funeral of a relative other than those mentioned, unless special circumstances existed, i.e., the employee lived with the deceased.
 - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carers' leave as set out in subparagraph (2) of

paragraph (c) of subclause (i) Use of Sick Leave of Clause 28, State Personal/Carer's Leave provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv), (v) and (vi) of the Clause 28 Personal/Carer's Leave. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable requirements of the business.
- (f) Illness in the family:

Except in very special circumstances leave with pay should be limited to one day, which as a general rule, would prove sufficient time to meet the immediate emergency and allow the employee to make any other arrangements necessary. It would be expected that no one but the employee would be available to care for the sick member of the family.

- (iv) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, eg. floods and bushfires, which clearly prevent attendance for duty.
- (v) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three days be granted to an employee in any year.

(vi) Bereavement entitlements for casual employees

(a) Subject to the evidentiary and notice requirements in paragraph (b) of subclause (i) Use of Sick Leave, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave, of Clause 28 Personal/Carer's Leave

(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance

(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

28. Personal/Carer's Leave

(i) Use of Sick Leave

(a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave, of Clause 28 Personal/Carer's Leave, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 25, Sick Leave for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements. Where the parties are unable to reach agreement the disputes procedure at Clause 42 Resolution of Disputes should be followed.

- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
 - (3) In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave of this clause who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Agreement.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 18, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Enterprise Agreement.

(v) Make-up time

- (a) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Enterprise Agreement at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

(vi) Rostered Days Off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

- (d) This subclause is subject to the employer informing each union which is both party to the Enterprise Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vi) Personal Carers Entitlement for Casual Employees
 - (a) Subject to the evidentiary and notice requirements in subparagraph (1) of paragraph (b) of subclause (i) Use of Sick Leave casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph (2) of paragraph (c) of subclause (i) Use of Sick Leave of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

44. Parental Leave

- (i) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW)
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made pursuant to subparagraph (2) of paragraph (a) of subclause (iii) Right to Request and subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this Clause must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request pursuant subparagraph (3) of paragraph (a) of subclause (iii) Right to Request of this Clause such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (iv) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

Schedule I of Part A
MONETARY RATES: - SALARIES

		From EA commencement date (already applying) (\$)	FFPP on or after 01-Sep-2006 4.0% (\$)	FFPP on or after 01-Sep-2007 4.0% (\$)	FFPP on or after 30-Jun-2008 2.5% (\$)
Assistant in Nursing, Assistant in Midwifery and Trainee Enrolled Nurse					
Under 18:	1st year	482.30	501.60	521.70	534.70
	2nd year	503.50	523.60	544.50	558.10
	Thereafter	523.70	544.60	566.40	580.60
Over 18:	1st year	568.90	591.70	615.40	630.80
	2nd year	587.10	610.60	635.00	650.90
	3rd year	605.50	629.70	654.90	671.30
	Thereafter	624.40	649.40	675.40	692.30
Enrolled Nurse					
	1st year	698.20	726.10	755.10	774.00
	2nd year	713.50	742.00	771.70	791.00
	3rd year	729.00	758.20	788.50	808.20
	4th year	744.40	774.20	805.20	825.30
	Thereafter	759.90	790.30	821.90	842.50
Enrolled Nurse - Medication endorsed					
	1st year	712.20	740.70	770.30	789.60
	2nd year	727.80	756.90	787.20	806.90
	3rd year	743.60	773.30	804.20	824.30
	4th year	759.30	789.70	821.30	841.80
	Thereafter	775.10	806.10	838.30	859.30
Note: new classification applying from FFPP on or after date of EA approval.					

	From EA commencement date (already applying) (\$)	FFPP on or after 01-Sep-2006 4.0% (\$)	FFPP on or after 01-Sep-2007 4.0% (\$)	FFPP on or after 30-Jun-2008 2.5% (\$)
Registered Nurse/ Midwife				
1st year	791.70	823.40	856.30	877.70
2nd year	834.80	868.20	902.90	925.50
3rd year	877.90	913.00	949.50	973.20
4th year	924.10	961.10	999.50	1,024.50
5th year	969.80	1,008.60	1,048.90	1,075.10
6th year	1,015.80	1,056.40	1,098.70	1,126.20
7th year	1,067.80	1,110.50	1,154.90	1,183.80
8th year	1,111.80	1,156.30	1,202.60	1,232.70
Clinical Nurse/ Midwifery Specialist	1,157.10	1,203.40	1,251.50	1,282.80
Clinical Nurse/ Midwifery Consultant	1,422.70	1,479.60	1,538.80	1,577.30
Nursing/Midwifery Unit Manager				
Level I	1,394.70	1,450.50	1,508.50	1,546.20
Level II	1,460.90	1,519.30	1,580.10	1,619.60
Level III	1,500.00	1,560.10	1,622.50	1,663.10
Nurse undergoing pre-registration training	682.60	709.90	738.30	756.80
Clinical Nurse/ Midwifery Educator	1,157.10	1,203.40	1,251.50	1,282.80
Nurse/Midwifery Educator				
1st year	1,283.60	1,334.90	1,388.30	1,423.00
2nd year	1,319.70	1,372.50	1,427.40	1,463.10
3rd year	1,352.10	1,406.20	1,462.40	1,499.00
4th year	1,422.70	1,479.60	1,538.80	1,577.30

Senior Nurse/Midwifery Educator				
1st year	1,457.10	1,515.40	1,576.00	1,615.40
2nd year	1,487.00	1,546.50	1,608.40	1,648.60
3rd year	1,536.80	1,598.30	1,662.20	1,703.80
Assistant Director of Nursing 100 beds & over	1,500.00	1,560.10	1,622.50	1,663.10
Deputy Director of Nursing				
Less than 100 beds	1,460.90	1,519.30	1,580.10	1,619.60
100 beds, less than 200 beds	1,500.10	1,560.10	1,622.50	1,663.10
200 beds, less than 250 beds	1,536.80	1,598.30	1,662.20	1,703.80
250 beds, less than 350 beds	1,594.20	1,658.00	1,724.30	1,767.40
350 beds, less than 450 beds	1,651.30	1,717.40	1,786.10	1,830.80
450 beds, less than 750 beds	1,712.30	1,780.80	1,852.00	1,898.30
750 beds & over	1,778.90	1,850.10	1,924.10	1,972.20
Director of Nursing				
Less than 25 beds	1,505.60	1,565.80	1,628.40	1,669.10
25 beds, less than 50 beds	1,594.10	1,657.90	1,724.20	1,767.30
50 beds, less than 75 beds	1,628.70	1,693.80	1,761.60	1,805.60
75 beds, less than 100 beds	1,662.50	1,729.00	1,798.20	1,843.20
100 beds, less than 150 beds	1,710.30	1,778.70	1,849.90	1,896.10
150 beds, less than 200 beds	1,767.30	1,838.00	1,911.50	1,959.30
200 beds, less than 250 beds	1,824.70	1,897.70	1,973.60	2,022.90
250 beds, less than 350 beds	1,893.40	1,969.10	2,047.90	2,099.10
350 beds, less than 450 beds	2,007.50	2,087.80	2,171.30	2,225.60
450 beds, less than 750 beds	2,123.90	2,208.90	2,297.30	2,354.70
750 beds & over	2,257.10	2,347.40	2,441.30	2,502.30

Schedule II of Part A

OTHER RATES AND ALLOWANCES

	Clause	FFPP on or after 01-Sep-2006 (\$)	FFPP on or after 01-Sep-2007 (\$)	FFPP on or after 30-Jun-2008 (\$)
In charge hospital/ nursing home day, evening or night shift	12(i)(a)	20.09	20.90	21.42
In charge ward/unit in absence of Nursing Unit Manager	12(i)(b)	20.09	20.90	21.42
In charge ward/unit & hospital:	12(v)(a)	30.11	31.32	32.10
On call:	12(ii)(a)	18.06	18.78	19.25
On call on days off:	12(ii)(b)	35.67	37.10	38.03
On call during meal break:	12(ii)(c)	10.13	10.54	10.80
Radiographic allowance: DON	12(iii)(a)	28.68	29.83	30.58
 Employee in absence of DON	12(iii)(c)	5.85	6.08	6.23
Lead apron allowance:	12(iv)	1.42	1.48	1.52
Meal allowance overtime:	18(vii)	15.59	16.21	16.62
Uniform and laundry allowances:				
Uniform	16(iii)(a)	5.57	5.73	5.85
Shoes	16(iii)(a)	1.72	1.77	1.81
Cardigan or Jacket	16(iii)(c)	1.68	1.73	1.77
Stockings	16(iii)(b)	2.88	2.96	3.02
Socks	16(vi)	.57	.59	.60
Laundry	16(iv)	4.64	4.77	4.87

	Clause	FFPP on or after 01-Sep-2006 (\$)	FFPP on or after 01-Sep-2007 (\$)	FFPP on or after 30-Jun-2008 (\$)
Staff Amenities:				
Breakfast	29(a)(iii)	3.18	3.31	3.39
Other meals	29(a)(iii)	5.77	6.00	6.15

PART B

**Hyperlink (press CTRL + click with mouse) to Private Hospital
Industry Nurses' (State) Award → [Private Hospitals
Award_0549.pdf](#)**

NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD

AWARD

Arrangement

1. Title

PART A

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Part-Time Traineeships
9.	School Based Traineeships
10.	Grievance Procedures
11.	Leave Reserved
12.	Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Wages - Trainees
- Table 2 - Wages - Jobskills Trainees
- Table 3 - Wages - School Based Traineeships

2. Application

- (a) Subject to the subclause (c) of this clause this award shall apply to persons who are undertaking training as an assistant in nursing under a Traineeship (as defined). This award is to be read in conjunction with the awards contained in Clause 12, Area, Incidence and Duration, or any 'former industrial agreement', of the Industrial Relations Commission of New South Wales which covers the terms and conditions of employment of persons performing work covered by the listed awards in the said Clause 12.
- (b) The terms and conditions of the awards listed in the said clause 11 or any former industrial agreements of the Industrial Relations Commission shall apply, except where inconsistent with this award.
- (c) Notwithstanding the foregoing, this award shall not apply to employees who were employed under an award listed in clause 11 prior to the date of approval of a traineeship scheme

relevant to the employer, except where agreed between the employer and the relevant union(s).

- (d) This award does not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998 or in an award that binds the employer.
- (e) For the removal of any doubt, this award only applies to the employment of Trainees as trainee assistants in nursing.

3. Objective

The objective of this award is to assist with the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. It is intended to apply only to the employment of Trainees as assistants in nursing. Except as provided for in clause 5, nothing in this award shall be taken to replace the prescription of training requirements in the parent award.

4. Definitions

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001*, or any successor legislation.

"Association" means the New South Wales Nurses' Association.

"Parent Award" means the awards listed in clause 12, Area, Incidence and Duration and includes subsequent awards rescinding, varying or replacing the awards listed in clause 12, Area, Incidence and Duration.

"Relevant NSW Training Authority" means the Department of Education and Training, or successor organisation.

"Relevant Union" means the New South Wales Nurses' Association which is entitled to enrol the Trainee as a member.

"School Based Trainee" means a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms part of a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

"*Structured Training*" means that training which is specified in the Training Plan, which is part of the Training Contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off the job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a traineeship approved by the relevant NSW Training Authority and leads to a qualification as set out in subclause 5(f)."

"Trainee" means an employee, employed for training as an assistant in nursing, who is bound by a Training Contract made in accordance with this award.

"Traineeship" means a contract entered into for the purposes of establishing a Traineeship under the *Apprenticeship and Traineeship Act 2001* (NSW).

"Training Plan" means a programme of training which forms part of a Training Contract registered with the relevant NSW Training Authority.

"Year 10" means for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

5. Training Conditions

- (a) The Trainee shall attend an approved training course or training programme prescribed in the Training Contract or as notified to the Trainee by the relevant NSW Training Authority in accredited and relevant Traineeship.
- (b) A Traineeship shall not commence until the relevant Training Contract, has been signed by the employer and the Trainee and lodged for registration with the relevant NSW Training Authority, provided that if the Training Contract is not in a standard format a Traineeship shall not commence until the Training Contract has been registered with the relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or programme provided for in the Training Contract and shall ensure that the Trainee receives the appropriate on-the- job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Contract during the traineeship period.
- (e) The employer agrees that the overall training programme will be monitored by officers of the relevant NSW Training Authority and training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Qualification Framework Level 1 qualification.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Qualification Framework Level II qualification or above.

6. Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part time trainee for a maximum period of 2 years, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.
- (b) A Trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent

of approved training provided that any agreement to vary is in accordance with the relevant Traineeship .

- (d) Where the trainee completes the qualification, in the Training Contract, earlier than the time specified in the Traineeship Agreement then the traineeship may be concluded by mutual agreement.
- (e) An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned and the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001*.

An employer who chooses not to continue to the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

- (f)
 - (i) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training programme is successfully completed.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent award.
 - (iii) No Trainee shall work shiftwork unless the parties to this Award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wages shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent award, unless otherwise agreed by the parties to a Traineeship.
- (g) All other terms and conditions of the relevant award(s) or former industrial agreements that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
- (h) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.
- (i) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend Structured Training in accordance with the Training Contract.
- (j) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the Parent Award or any other legislative entitlement.

7. Wages

- (a)
 - (i) The weekly wages payable to trainees are as provided in Table 1 - Wages - Trainees, of Part B, Monetary Rates, and in accordance with clause 7, Employment Conditions.
 - (ii) These wage rates will only apply to trainees while they are undertaking an approved traineeship which includes approved training as defined in this award.
 - (iii) The wage rates prescribed by this clause do not apply to the complete trade level training which is covered by the apprenticeship system.
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2003, 2004 and 2005. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and /or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (b) The wage rates have been determined, having regard to the following criteria:
 - (i) the agreement of the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;
 - (iv) recognition that training can be undertaken in stages;
 - (v) the exit skill level in the relevant award contemplated by the traineeship.
- (c) For the purposes of the said Table 1, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:
 - (i) include any period of schooling beyond Year 10 which was not part of, nor contributed to, a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed;
and
 - (iv) have effect on an anniversary date, being 1 January in each year.
- (d) No increase in wage rates, as a result in an increase in the number of years "out of school" experienced by a trainee, shall be payable before 1 January 1997.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the Parent award shall apply to the former trainee.

8. Part-time Traineeships

This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

- (a) The wage rate shall be pro rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

trainee hours - average weekly training time divided by Full-time wage rate X 30.4*

* NOTE: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e., 20%). A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary full-time hours; for example, where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (b) "Full-time wage rate" means the appropriate rates as set out in Table 1 — Wages — Trainees, of Part B and School Based Traineeships in Table 2 of Part B.
- (c) "Trainee hours" shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeships specified in the traineeship contract or training contract as follows:

$$\frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE 1:

7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro rata adjustment will need to be made in the case where the relevant award specifies different ordinary-time hours; for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

NOTE 2:

The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (e) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part-time trainees except as specified in this clause.
- (f) A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.

- (g) The minimum engagement periods specified in the Parent awards shall also be applicable to part-time trainees.

EXAMPLE

Example of the calculation for the wage rate for a part-time traineeship:

A school student (year 10) commences a traineeship in Year 11 (plus one year out of school).

The ordinary hours of work in the Parent award are 38. The Training Contract specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is, therefore, $7.6 \times 12/24 = 3.8$ hours

"Trainee hours" totals 15 hours. These are made up of 11 hours' work, which is worked over two days of the week, plus 1 1/2 hours on-the-job training, plus 2 1/2 hours off-the-job approved training at school and at a Registered Training Organisation.

So the wage rate for a school leaver, plus one year out of school is:

$\$187 \times (15 = \68.90 plus any applicable penalty rates under the Parent award.

$$\frac{3.8}{30.4}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "trainee hours" changes.

9. School Based Traineeships

- (a) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of this Award, a School-Based Trainee shall become an ordinary Trainee as at January of the year following in which they cease to be a school student.
- (c) An Employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant NSW Training Authority in accordance with the Training Contract or the *Apprenticeship and Traineeship Act 2001*.
- An Employer who chooses not to continue the employment of a Trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.
- (d) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or ages to attend the training in accordance with the Training Contract.
- (e) Where the employment of a Trainee by an Employer is continued after the completion of the traineeship period, such Traineeship period shall be counted as service

for the purposes of the Parent award or any other legislative entitlements.

- (f) The Training Contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure that the training program is successfully completed.
- (g) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.
- (h) No Trainee shall work shiftwork unless the parties to this Award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
- (i) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Parent Award, unless otherwise agreed by the parties to a Traineeship.
- (j) All other terms and conditions of the Parent Award that are applicable to the Trainee or would be applicable to the Trainee but for this Award shall apply unless specifically varied by this Award.
- (k) A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

10. Grievance Procedures

- (a) Procedures relating to grievances of individual trainees:
 - (i) A Trainee shall notify the employer as to the substance of any grievances and request a meeting with the employer for bilateral discussions in order to settle the grievance.
 - (ii) If no remedy to the trainee's grievance is found, then the Trainee shall seek a further discussion and attempt to resolve the grievance at a higher level of authority where appropriate.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response, including reasons for not implementing any proposed remedy. At this stage an employer or a Trainee may involve an industrial organisation of employers or employees of which he/she is a member.
 - (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of NSW by either the Trainee or the employer or the industrial organisation representing either party.
 - (vi) Whilst this grievance procedure is being followed, normal work shall continue.

- (b) Procedures relating to disputes, etc., between employers and their trainees:
- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be solved at this level, the matter shall be referred to a higher level of authority.
 - (ii) If no resolution can be found to the question, dispute or difficulty, the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute, or the industrial organisation representing any of the parties to the dispute.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) While a procedure is being followed, normal work must continue.
 - (v) The employer may be represented by an industrial organisation of employers and the Trainee may be represented by an industrial organisation of employees for the purposes of each procedure.

11. Leave Reserved

Leave is reserved to the parties to the award to vary this award by consent to reflect the terms of the Training Wage Interim (State) Award or any successor to that award.

12. Area, Incidence and Duration

- (a) This award shall apply to all classes of trainees who would ordinarily be covered by the following awards:
- Private Hospital Industry Nurses (State) Award published 3 November 1995 (289 I.G. 57), as varied;
- Nursing Homes, &c., Nurses' (State) Award published 3 November 1995 (289 I.G. 5), as varied;
- Nurses, &c., Other Than in Hospitals, &c. (State) Award published 15 October 1993 (276 I.G. 1108), as varied; Occupational Health Nurses' (State) Award published 15 October 1993 (276 I.G. 1080), as varied.
- (b) FOR EFFECTIVE DATE PLEASE REFER TO SCHEDULE OF AWARD VARIATIONS TABLE.

PART B

MONETARY RATES

Table 1 - Monetary Rates for Trainees

	Highest Year of Schooling Completed SKILL LEVEL A			Highest Year of Schooling Completed SKILL LEVEL A			Highest Year of Schooling Completed SKILL LEVEL A		
	First Full Pay Period On Or After 09/11/2005			First Full Pay Period On Or After 09/05/2006			First Full Pay Period On Or After 09/11/2006		
	Year 10 \$	Year 11 \$	Year 12 \$	Year 10 \$	Year 11 \$	Year 12 \$	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	207 .00	227 .00	274 .00	215 .00	235 .00	284 .00	221 .00	243 .00	293 .00
1 year out of school	227 .00	274 .00	319 .00	235 .00	284 .00	340 .00	243 .00	293 .00	340 .00
2 years	274 .00	319 .00	371 .00	284 .00	330 .00	384 .00	293 .00	340 .00	396 .00
3 years	319 .00	371 .00	424 .00	330 .00	384 .00	439 .00	340 .00	396 .00	453 .00
4 years	371 .00	424 .00		384 .00	439 .00		396 .00	453 .00	
5 years	424 .00			439 .00			453 .00		

* Figures in brackets indicated the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 2 - Monetary Rates for School Based Traineeships

	Year of Schooling		Year of Schooling		Year of Schooling	
	First Full Pay Period On Or After 09/11/2005		First Full Pay Period On Or After		First Full Pay Period On Or After	
	Year 11 \$	Year 12 \$	Year 11 \$	Year 12 \$	Year 11 \$	Year 12 \$
School Based Traineeships - Skill Levels A	207.00	227.00	215.00	235.00	243.00	243.00

* The average proportion of time spent in structured training which has been taken into account in setting the above rate is 20 per cent.

NURSES (PRIVATE SECTOR) REDUNDANCY (STATE) AWARD

1. Arrangement

Clause No. Subject Matter

1. Arrangement
2. Title
3. Application
4. Introduction of Change
5. Redundancy
6. Termination of Employment
7. Severance Pay
8. Grievance and Dispute Resolution Procedures
9. Savings Clause
10. Area, Incidence and Duration

2. Title

This award shall be known as the Nurses (Private Sector) Redundancy (State) Award.

3. Application

- (i) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 6, Termination of Employment.
- (ii) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iii) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

4. Introduction of Change

- (i) Employer's Duty to Notify
 - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that, where an award referred to in subclause (i) of clause 3, Application, makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) Employer's Duty to Discuss Change

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (i).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

5. Redundancy

Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (i) of clause 4, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

6. Termination of Employment

(i) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (i) of clause 4, Introduction of Change.

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (i) of the said clause 4.

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(iii) Time Off during the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(v) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(vii) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(viii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of the said clause 4, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(ix) Notice Required by an Award

The period of notice prescribed by this clause shall be in substitution for any notice required by an award listed in subclause (i) of clause 10, Area, Incidence and Duration.

7. Severance Pay

(i) Where the employment of an employee is to be terminated pursuant to clause 6, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.

(a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (d) of this subclause paid in accordance with the award covering the wages and conditions of the employee.
- (d) For the purposes of this clause, the following allowances shall form part of an employee's "week's pay":
 - (1) Private Hospital Industry Nurses' (State) Award published 24 August 2001 (327 I.G. 1).

The allowances provided for in paragraphs (a) and (b) of subclause (i), paragraphs (a) and (c) of subclause (ii) and paragraph (a) of subclause (v) of clause 13, Special Allowances.
 - (2) Nursing Homes, &c., Nurses' (State) Award published 22 January 1999 (308 I.G. 45).

The allowances provided for in paragraphs (a) and (b) of subclause (i) of clause 11, Special Allowances, and subclauses (i) and (ii) of clause 12, Climatic and Isolation Allowance.
 - (3) Catholic Health Care Services Nurses' Enterprise (State) Award 2001 published 22 March 2002 (332 I.G. 1).

The allowances provided for in paragraphs (a) and (b) of subclause (i), paragraphs (a) and (c) of subclause (iii) and paragraph (a) of subclause (v) of clause 13, Special Allowances.
- (e) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (a) and (b) of this subclause.

(iii) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (i) will have on the employer.

(iv) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (i) of this clause if the employer obtains acceptable alternative employment for an employee.

8. Grievance and Dispute Resolution Procedures

(i) Procedures relating to Grievances of Individual Employees

- (a) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) While a procedure is being followed, normal work must continue.
 - (f) The employee may be represented by an industrial organisation of employees,
- (ii) Procedures relating to Disputes, etc., between Employers and their Employees
- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) Reasonable time limits must be allowed for discussion at each level of authority.
 - (c) While a procedure is being followed, normal work must continue.
 - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

9. Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

10. Area, Incidence and Duration

- (i) This award shall apply to all full-time and part-time employees in classifications specified by the:
- Private Hospital Industry Nurses' (State) Award published 24 August 2001 (327 I.G. 1).
- Nursing Homes, &c., Nurses (State) Award published 22 January 1999 (308 I.G. 45).
- Occupational Health Nurses' (State) Award published 1 December 2000 published 1 December 2000 (320 I.G. 836).
- Nurses, Non-Government Schools (State) Award published 9 July 1999 (309 I.G. 1096).
- Nurses, &c., Other Than in Hospitals, &c. (State) Award published 12 January 2001 (321 I.G. 527).
- Catholic Health Care Services Nurses Enterprise (State) Award 2001 published 22 March 2002 (332 I.G. 1).
- (ii) This award shall take effect on 11 July 1996 and shall remain in force for a period of 2 years.
- (iii) The changes made to the award pursuant to the Award Review under section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made

by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 12 December 2003.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

PRIVATE HOSPITAL AND NURSING HOME NURSES' SUPERANNUATION (STATE) AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Superannuation Legislation
5.	Contributions
6.	Salary Sacrifice to Superannuation
7.	Exemptions
8.	Grievance Procedure
9.	Area, Incidence and Duration

2. Title

This award shall be known as the Private Hospital and Nursing Home Nurses' Superannuation (State) Award.

3. Definitions

- (i) "Approved fund" means:
- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
 - (b) the Health Industry Plan;
 - (c) the National Healthcare Superannuation Fund (N.H.S.F.);
 - (d) the Medprac Superannuation Scheme (Medprac);
 - (e) any superannuation fund as agreed between the Association and employer(s), provided that the fund is a complying regulated fund and holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority. Provided further that the Association shall not unreasonably withhold agreement unless it establishes good and proper reasons;
 - (f) any superannuation fund operating within a place of employment prior to 8 July 1997 provided that the fund is a complying regulated fund, holds a Certificate of Compliance issued by the Australian Prudential Regulation Authority, and the Association agrees to the continued approval of that fund. Provided that the Association shall not unreasonably withhold agreement unless it establishes good and proper reasons;

- (g) any superannuation fund nominated by the employee and approved by the employer in accordance with section 124 of the *Industrial Relations Act 1996* ("the 1996 Act").
- (ii) "Complying regulated fund" means a superannuation fund that is regulated under the *Superannuation Industry (Supervision) Act 1993* and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.
- (iii) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:
 - (a) Monday to Friday shift premiums for ordinary hours of work;
 - (b) Weekend shift premiums for ordinary hours of work;
 - (c) Public holiday loadings;
 - (d) Any percentage addition payable to casual employees for ordinary hours or work;
 - (e) Ordinary time award allowances (not including expense related allowances);
 - (f) Overaward payments for ordinary hours of work.
- (iv) "Association" means the New South Wales Nurses' Association.
- (v) "Qualified employee" means:
 - (a) a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments in accordance with clause 5, Contributions, shall be made for the entire period of service with the employer;
 - (b) a casual employee who has earned in excess of \$2,000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to 8 July 1997 will continue to be qualified.

4. Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993*, and section 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

5. Contributions

- (i)
 - (a) This subclause shall only apply to employees of:
 - (1) private hospitals that are members of the Private Hospitals Association of NSW Inc as at 29 July 2005;
 - (2) nursing homes owned by the Moran Health Care Group.

- (3) the Private Hospitals listed below

Manly Waters Private Hospital
Delmar Private Hospital
Eastern Suburbs Private Hospital
President Private Hospital
Hurstville Community Private Hospital
Lithgow Community Private Hospital.
Minchinbury Community Private Hospital

Note: Employers covered by subparagraph (1) will continue to be bound by the provisions of this subclause regardless of whether the employer remains a member of the Private Hospital Association of NSW.

- (b) For qualified employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates
- (ii) For employers who are not the subject of subclause (i) the following shall apply.
- (a) The employer shall make, in respect of qualified employees, superannuation contributions of three per cent of ordinary-time earnings into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates.
- (iii) An employee may nominate one complying fund to which all award and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
- (iv) Where no such nomination is made before any such contributions become payable, the contributions referred to in subclauses (i)(b) and (ii)(a) of this clause will be paid to the approved fund for that place of employment."

6. Salary Sacrifice to Superannuation

- (i) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (ii) This clause shall not apply to any employee receiving remuneration in accordance with "Remuneration Packaging" provisions contained within the parent awards.
- (iii) "Parent Awards" shall mean either the Private Hospital Industry Nurses' (State) Award or Nursing Homes, &c., Nurses' (State) Award.
- (iv) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.

- (v) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (vi) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (vii) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- (viii) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- (ix) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
- (x) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one month's notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- (xi) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under the parent award in the absence of any salary sacrifice.
- (xii) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- (xiii) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
- (xiv) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

7. Exemptions

This award shall not apply to employers:

- (i) who are subject to any of the following:
 - (a) Nurses (Private Sector) Superannuation (State) Award
 - (b) *State Authorities Non-Contributory Superannuation Act 1987*;

8. Grievance Procedure

Grievances and disputes shall be dealt with in the following manner:

- (i) The employee is to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for discussions and state the remedy sought.

This meeting shall take place within two working days of the issue arising (weekends and public holidays excepted).

- (ii) If agreement is not reached, the matter shall then be referred by either party to a higher authority (where this exists) no later than three working days after the meeting specified in subclause (i) of this clause (weekends and public holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing the proposed remedy.
- (iii) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission of New South Wales.
- (iv) The employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an organisation of employees for the purposes of each step of the procedure.

9. Area, Incidence and Duration

- (i) Subject to clause 7, Exemptions, this award shall apply to all persons employed as nurses within the jurisdiction of the Private Hospital, Day Procedure Centre, Nursing Home, &c., Nurses' (State) Industrial Committee, excluding persons employed in Day Procedure Centres and members, novices or aspirants of religious orders.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Private Hospital and Nursing Home Nurses' Superannuation (State) Award published 23 January 1998 (303 I.G. 214) and all variations thereof.
- (iii) This award shall take effect on and from 12 December 2003 and remain in force for a period of 12 months.
- (iv) Clause 6, Salary Sacrifice to Superannuation shall take effect from the first full pay period to commence on or after 13 August 2001.