

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/146
.....

DATE REGISTERED 31. 3. 98
.....

PRICE \$ 66
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/146

TITLE: MBF Nursing Employees (NSW) Agreement 1998

I.R.C. NO: 98/1506

DATE APPROVED/COMMENCEMENT: 31 March 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 219/96.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 33

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to nurses employed by Medical Benefits Fund of Australia Limited.

PARTIES: Medical Benefits Fund of Australia Ltd -&- New South Wales Nurses' Association



DATE

1998



MEDICAL BENEFITS FUND OF AUSTRALIA LIMITED Registered
("MBF") Enterprise Agreement

Industrial Registrar

and

NEW SOUTH WALES NURSES' ASSOCIATION
("NSWNA")

**MBF NURSING EMPLOYEES
(NSW) AGREEMENT 1998**

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■
■

**DUNHIL
MADDEN
BUTLER**

■
■
■

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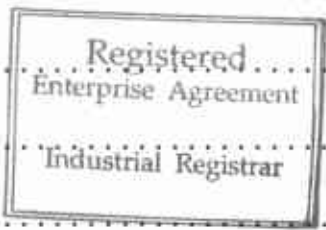
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PART 1 - PRELIMINARY

1. TITLE

This Agreement shall be known as and referred to as the MBF Nursing Employees (NSW) Agreement 1998.



2. PARTIES

This Agreement shall be binding on:

- 2.1 Medical Benefits Fund of Australia Limited (ACN 000 057 590) of 97-99 Bathurst Street, Sydney, New South Wales, 2000 ("MBF").
- 2.2 The New South Wales Nurses Association of 43 Australia Street, Camperdown, New South Wales, 2050 ("NSWNA").
- 2.3 All members of the NSWNA and all other persons employed by MBF as nurses in the private hospitals referred to in Appendix 1 of this Agreement and within the classifications of work contained in the Award referred to in paragraph 4.1 of this Agreement.

3. DURATION

- 3.1 This Agreement shall operate from the first pay period, on or after, the date of registration of the Agreement until 31 December 1999.
- 3.2 The rates of pay contained in Appendix 2 of this Agreement shall take effect on and from the date of registration. Employees covered by this Agreement at the date of registration will be paid in accordance with Appendix 2 as specified in clauses 7.1, 7.2 and 7.3 of this Agreement.
- 3.3 Negotiations on wages and other conditions of employment shall commence no earlier than three (3) months before the termination date of this Agreement.

4. RELATIONSHIP WITH AWARD

- 4.1 This Agreement shall be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award 1998 ("the Award").
- 4.2 Except as provided for in this Agreement, the provisions of the Award shall continue to apply to nurses employed in MBF private hospitals in New South Wales.
- 4.3 Should there be any inconsistency between any term of this Agreement and the Award then the terms of this Agreement shall prevail.



5. PREVIOUS ENTERPRISE AGREEMENT

- 5.1 This Agreement will replace the MBF Nursing Employees Enterprise Agreement 1996 entered into between MBF and the NSWNA in 1996 ("the 1996 Agreement") in its entirety from the date of the approval/certification of this Agreement.
- 5.2 The 1996 Agreement shall be of no force and effect from the date of approval/certification of this Agreement.

6. OBJECTIVES

- 6.1 The key objectives of this Agreement are:
- 6.1.1 to facilitate flexible working arrangements between MBF and its nursing staff which will enhance productivity and efficiency in MBF private hospitals;
 - 6.1.2 to ensure as far as possible that staffing arrangements within MBF private hospitals match the occupancy levels of the particular hospital concerned;

6.1.3 to promote consensual working arrangements between MBF management and nursing staff towards achieving working arrangements which best suit their hospital at the relevant point in time;

6.1.4 to promote effective communication between MBF management and nursing staff through hospital and national forums;

6.1.5 to ensure continuous improvement in the quality of service and patient care provided to customers.

6.2 To achieve the objectives, the parties to this Agreement declare their commitment to ensuring that:

6.2.1 quality of service and patient care exceeds the expectations of MBF private hospital patients;

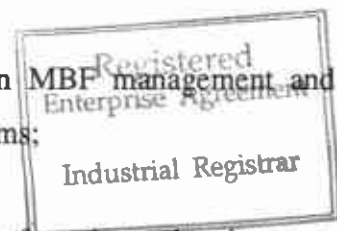
6.2.2 there is an on-going effort by management and nursing staff to review and improve current work practices and work organisation and any other issues that will enhance the quality and level of patient care at MBF private hospitals;

6.2.3 working relationships are developed in a way to promote effective and open communication, mutual trust and co-operation as much as possible;

6.2.4 issues of concern or grievances are resolved through negotiation and dispute resolution procedures;

6.2.5 all nursing staff maintain professional standards of work, behaviour and safety;

6.2.6 the principles of fairness and equal opportunity in employment are promoted and practised at all times.



PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

7. WAGE RATES



7.1 During the life of this Agreement, the following increases to the existing rates of pay for nursing staff in New South Wales shall apply:

7.1.1 1% from 1 October 1997;

7.1.2 3% from 1 October 1998; and

7.1.3 3% from 1 April 1999.

7.2 In addition to the wage increases set out in sub-clause 7.1 above, nursing employees in the classifications set out below will receive wage increases as set out in Column 2 of Appendix 2 hereto, as a result of the restructuring of their classifications under the Award:

7.2.1 Enrolled Nurses;

7.2.2 Clinical Nurse Specialists;

7.2.3 Nursing Unit Managers;

7.2.4 Clinical Nurse Consultant;

7.2.5 Clinical Nurse Educator;

7.2.6 Nurse Educator;

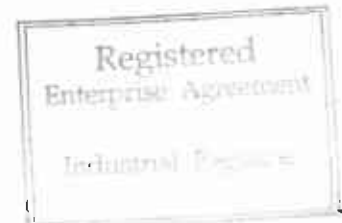
7.2.7 Senior Nurse Educator;

7.2.8 Assistant Director of Nursing;

- 7.2.9 Deputy Director of Nursing; and
- 7.2.10 Director of Nursing.

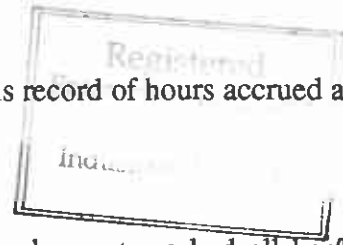


- 7.3 The wage increases set out in sub-clause 7.2 above shall apply to nursing employees in the relevant classifications as at the date of certification of this Agreement and shall be paid from 1 August 1997.
- 7.4 The wage rates that will apply during the life of this Agreement are set out in Appendix 2.
- 7.5 The first wage increase will be paid in the first pay period following certification/approval of this Agreement but shall operate retrospectively to 1 October 1997.
- 7.6 The wage increases set out in sub-clause 7.1 and 7.2 above are inclusive of any wage increase, determination or Award of the New South Wales Industrial Relations Commission made during the period of this Agreement. Any increases in the Award rates of pay shall be absorbed into the wage rates paid under this Agreement.
- 7.7 The NSWNA and its members agree and undertake that no additional claims in respect of wages and conditions of employment will be made during the period of this Agreement.
- 7.8 Allowances in the Award which are expressed in percentage terms shall be calculated on the rates of pay set out in Appendix 2.
- 7.9 Nothing in this Agreement shall be taken to affect salary increases associated with skill-based and performance progressional arrangements under the Award.



8. BANKING OF HOURS

- 8.1 A full-time or part-time employee may, by agreement made either daily, weekly or fortnightly with their unit manager or Director of Nursing:
- 8.1.1 work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
 - 8.1.2 work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment for the additional hours worked or set off the additional hours worked against any hours banked under sub-clause 8.1.1 above.
- 8.2 An employee who works less than her/his rostered or contracted hours shall nevertheless be paid as if those rostered or contracted hours had been worked during the roster cycle or contract period.
- 8.3 Hours banked under this provision will be banked on the basis of their ordinary time equivalent. Hours worked outside the spread of ordinary hours will be converted to the applicable penalty rate equivalent (eg, 3 hours worked on a Saturday will use 4½ hours of banked time).
- 8.4 An employee may not have more than 38 hours in her/his bank under sub-clauses 8.1.1 or 8.1.2 at any one time.
- 8.5 Employees who have hours to be worked must be given first option to work additional hours prior to the use of on-call or casual employees.
- 8.6 An employee who agrees to work banked hours on a shift on which a shift penalty is payable shall be paid a pro-rata shift penalty for those hours worked on that shift.
- 8.7 Each hospital must keep proper records of all hours accrued and worked by each employee.



- 8.8 An employee shall be entitled to full access to her/his record of hours accrued and worked under this provision.
- 8.9 Where on termination of employment an employee has not worked all her/his banked hours, MBF may deduct monies paid to the employee for those banked hours from any entitlements owing to the employee by MBF including payment for accrued annual leave and long service leave at the ordinary rate of pay.
- 8.10 Where on termination an employee has not taken time off in lieu of additional hours worked, the employee shall be paid for those additional hours worked at the ordinary rate of pay.

9. EXTENDED SHIFTS

- 9.1 An employee may, by agreement with their unit manager or Director of Nursing, work up to two (2) additional hours per day (extended shift).
- 9.2 An employee will not be paid overtime for working an extended shift where the total hours worked during the roster cycle in which the extended shift is worked does not exceed 76 hours in a 14 day period or their rostered hours for that day.
- 9.3 Where the hours worked by an employee who has worked extended shifts exceeds 76 hours in a 14 day period or their rostered hours, the hours must first be deducted from any hours owing to MBF in the employees bank. If there are no banked hours owed by the employee, the employee may elect to be paid overtime or take time off in lieu of overtime have the hours added to their bank in accordance with sub-clause 8.1.2.
- 9.4 Time taken off in lieu of overtime or added to overtime or set off against hours banked in lieu of overtime shall be calculated according to their ordinary time equivalent.

10. CHANGE OF ROSTER

10.1 An employee may, by agreement with their unit manager or Director of Nursing, change their roster:

10.1.1 to meet unexpected situations including unforeseen fluctuations in patient dependency; or

10.1.2 for any reasonable ground.

10.2 In utilising this provision MBF hospital management must give proper consideration to the individual employee's family responsibilities and personal commitments.

11. RDO's AND ADO's

An employee may by agreement with hospital management take her/his rostered day off or allocated day off in any manner which best suits the parties concerned.

12. PART-TIME EMPLOYEES

12.1 A part-time employee may, by agreement with their unit manager or Director of Nursing, work additional shifts at the ordinary rate of pay plus any weekend penalty or shift penalty which would normally apply to that shift.

12.2 In utilising this provision, MBF management must not subvert the objectives of the 38 hour week arrangements as expressed in the Award whereby full-time employees work no more than 19 days in each 28 day roster cycle.

PART 3 - LEAVE



13. SICK LEAVE

- 13.1 An employee may elect to use up to 25% of the unused portion of the first ten (10) days her/his annual sick leave entitlement as annual leave each year.
- 13.2 The employee must make her/his election on completion of the year in which the employee was entitled to take sick leave.
- 13.3 The election shall apply to the unused balance of the first ten (10) days sick leave for the completed year only and not to sick leave accrued in previous years.
- 13.4 Sick leave taken as additional annual leave under this provision shall be paid at the ordinary rate of pay and no leave loading or penalties shall be payable by MBF in respect of such leave.
- 13.5 Sick leave taken as additional annual leave under this provision shall be taken in accordance with the provisions in the Award relating to the taking of annual leave.
- 13.6 For the purposes of this clause an employee taking sick leave shall be deemed to be taking sick leave from her/his entitlement for the current year before accessing any accrued sick leave from previous years.

14. PARENTAL LEAVE

- 14.1 Parental leave consists of:
 - 14.1.1 Maternity Leave; (Clause 15)
 - 14.1.2 Paternity Leave; (Clause 16)
 - 14.1.3 Adoption Leave; (Clause 17)

14.2 Employees are entitled to Parental Leave if they have completed 12 months continuous service with MBF.

14.3 The Parental Leave provisions in this Agreement shall be read with the Parental Leave provisions in the *Industrial Relations Act 1996 (NSW)* and shall not affect any Parental Leave entitlement which an employee may have under that Act.

15. MATERNITY LEAVE

15.1 For an employee taking Maternity Leave, MBF will:

15.1.1 provide up to 52 weeks Maternity Leave with the first four weeks paid at the employee's base rate of pay as per Appendix 2, as long as leave does not extend beyond the child's first birthday;

15.1.2 provide the employee with a further two weeks additional pay three months after the employee has returned to work following a period of maternity leave;

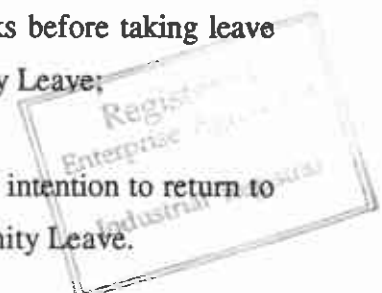
15.1.3 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and

15.1.4 an employee will only be entitled to further paid maternity leave after completion of 12 months continuous service with MBF since their return to work following a period of maternity leave. Payment shall be on the same basis as per sub-clause 15.1.1 and 15.1.2.



15.2 Employees wishing to take Maternity Leave will:

- 15.2.1 provide their manager with a letter at least 10 weeks before the date of confinement, confirming the expected date of confinement. An appropriate Doctor's certificate is to be included;
- 15.2.2 provide their manager with a letter at least 4 weeks before taking leave confirming the expected date commencing Maternity Leave;
- 15.2.3 provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their Maternity Leave.



16. PATERNITY LEAVE

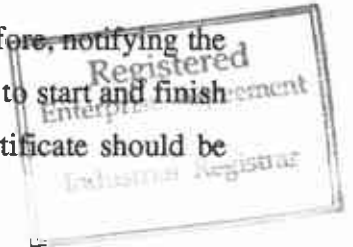
16.1 For an employee taking Paternity Leave, MBF will:

- 16.1.1 provide 4 weeks paid Paternity Leave at the employee's base rate of pay as per Appendix 2 at the time of confinement;
- 16.1.2 allow a further 48 weeks unpaid extended Paternity Leave, subject to the approval of the employee's manager provided that such approval will not be unreasonably withheld;
- 16.1.3 provide the employee with a further two weeks additional pay three months after the employee has returned to work following a period of maternity leave;
- 16.1.4 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and

16.1.5 an employee will only be entitled to further paid paternity leave after completion of 12 months continuous service with MBF since their return to work following a period of paternity leave. Payment shall be on the same basis as per sub-clause 16.1.1 and 16.1.2.

16.2 Employees wishing to take Paternity Leave will:

16.2.1 Provide their manager with a letter at least 10 weeks before, notifying the expected date of confinement and the dates they propose to start and finish their 4 weeks paid leave. An appropriate Doctor's certificate should be included; and



16.2.2 Provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their extended Paternity Leave, if approved.

17. ADOPTION LEAVE

17.1 Adoption Leave is applicable to adopted children less than five years of age.

17.2 For an employee taking Adoption Leave, MBF will:

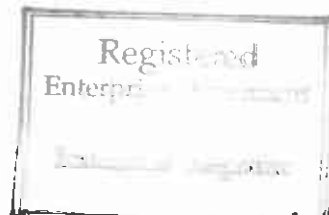
17.2.1 Allow an initial period of 4 weeks paid short Adoption Leave at the employee's base rate of pay as per Appendix 2, at the time the child is placed in the employee's care, as long as the employee is the primary care giver;

17.2.2 Allow the employee a further period of up to 48 weeks unpaid Adoption Leave from the time that employee starts taking care of the child, as long as the employee is the primary care giver;

17.2.3 provide the employee with a further two weeks additional pay three months after the employee has returned to work following a period of adoption leave; and

17.2.4 provide the employee with the same position which that employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave; and

17.3 Employees wishing to take Adoption Leave will:



17.3.1 provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody;

17.3.2 provide their manager with a letter at least 10 weeks before, or as soon as practicable, confirming the date they will be starting their leave; and

17.3.3 provide their manager with a letter advising of their intention to return to work at least 4 weeks before the end of their Adoption Leave.

18. COMMUNITY SERVICE LEAVE

18.1 If an employee is a member of:

18.1.1 the State Emergency Service; or

18.1.2 volunteer Bush Fire Brigade,

MBF will allow reasonable time off work, without loss of pay, (calculated on your average weekly earnings in the previous 12 months) to enable employees to fulfil their obligations to these groups where there is a significant threat to community safety.

18.2 If an employee is a member of the Australian Defence Force Reserve, MBF will allow paid training leave as necessary.

MBF will pay the difference between the employee's Reserve pay and usual ordinary earnings.

PART 4 - QUALITY, TRAINING AND COMMUNICATION



19. HOSPITAL AND REGIONAL FORUMS

- 19.1 The parties agree that for the objectives of this Agreement to be achieved, there is a need for significant collaboration and co-operation between MBF and its employees at a local and regional level. The parties agree to continue to utilise the Hospital Forums established under the previous enterprise agreement for this purpose.
- 19.2 The terms of reference of the Hospital Forums are outlined in Appendix 3.
- 19.3 The role of the Hospital Forum will be to:
- 19.3.1 assist MBF with developing strategies for achieving the objectives of this Agreement;
 - 19.3.2 monitor the implementation of this Agreement;
 - 19.3.3 discuss issues that may arise out of the implementation of this Agreement and to make recommendations to the CEO of the hospital concerned;
 - 19.3.4 raise issues of concern to nursing staff which are not more appropriately dealt with through existing channels.
- 19.4 The activities of the various Hospital Forums will be co-ordinated through the Regional Hospital Forum.
- 19.5 The terms of reference of the Regional Hospital Forum are outlined in Appendix 4.

20. ACCESS TO INFORMATION AND CONFIDENTIALITY

The parties agree that during the implementation of this Agreement, MBF may allow Forum members access to information, including confidential information regarding MBF's business operations. The Confidentiality requirements are outlined in Appendix 5.



21. PROFESSIONAL DEVELOPMENT AND TRAINING

21.1 An objective of MBF is to enhance the personal growth and development of its employees through access to continuing education, training, secondments or special projects. Accordingly, a comprehensive professional development and training program is being developed.

21.2 MBF will provide paid leave of absence to a maximum of ten (10) days per hospital per year for nominated NSWNA representatives employed by a hospital bound by this Agreement to attend TUTA, ACTU, or specific NSWNA training courses approved by the NSWNA, providing that prior approval is obtained from MBF.

21.3 The time that an employee is engaged in any NSWNA training course will be taken as service for all purposes.

22. WORKPLACE HEALTH AND SAFETY

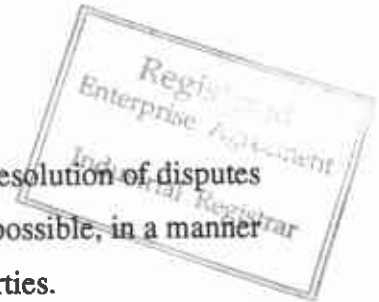
22.1 The parties to this Agreement are committed to the operation of safe working practices and the good health of all employees.

22.2 A review of workplace health and safety procedures will be undertaken by the parties during the life of this Agreement through the statutory committee structures at each Hospital. If necessary, further guidelines and strategies may be developed to enhance health and safety on a hospital by hospital basis including the provision of training to reduce the incidence and cost of occupational injury and illness.

PART 5 - DISPUTE RESOLUTION

23. GRIEVANCES AND DISPUTES

23.1 The parties are committed to ensuring that the prevention and resolution of disputes takes place as close to the source of the problem as soon as possible, in a manner which is fair and acceptable, in terms of outcomes, for all parties.



23.2 An employee who has any work related problem that he/she is unable to satisfactorily resolve should:

23.2.1 discuss the problem with his/her immediate team leader/supervisor;

23.2.2 the team leader/supervisor will investigate and respond to the problem within three working days;

23.2.3 if the problem cannot be satisfactorily resolved at this stage the matter will be referred by either party to the next level of management within three working days. If there is some exceptional reason why the problem cannot be discussed with the team leader/supervisor, the employee may proceed to have the problem dealt with under this sub-clause;

23.2.4 at any stage during the process, an employee may be assisted by a fellow employee or union representative;

23.2.5 if the problem cannot be satisfactorily resolved at this level it will be referred by either party to the Hospital CEO;

23.2.6 if the problem cannot be satisfactorily resolved at this level within three working days, it will be referred to the Employee Services Manager;

23.2.7 if the problem cannot be satisfactorily resolved at this level within three working days, it will be referred to the Executive General Manager, Hospitals and Well-being Services;

23.2.8 if the problem is still not satisfactorily resolved it may then be referred to the New South Wales Industrial Relations Commission for conciliation and if necessary, arbitration;

23.2.9 while the dispute/grievance is being processed work shall continue in accordance with the status quo that existed prior to the commencement of the dispute/grievance;

23.2.10 at all stages of this process team leaders/supervisors or managers will treat the grievance in the same spirit as a customer complaint in that it will be given a high priority relevant to other work.

23.2.11 nothing contained in this procedure shall inhibit the General Secretary of the NSWNA from becoming involved in the resolution of the dispute at any stage if such action be conducive to achieving an early resolution of the dispute/grievance or if the dispute/grievance has implications more far reaching than the immediate issue.

23.3 Health and safety matters are exempted from point 23.2.9 of this clause.

26.4 Should a dispute or difficulty arise over the interpretation or implementation of this Agreement and the dispute or difficulty is unable to be resolved by the parties, through direct negotiations between them, it is open to any party to seek the assistance of the New South Wales Industrial Relations Commission in resolving the dispute or difficulty through conciliation and, if necessary, arbitration.



PART 6 - MISCELLANEOUS

24. VARIATION

This Agreement may be varied by the parties at any time during its period of operation provided that the variation in question is:



24.1 in writing;

24.2 signed by the duly authorised representatives of the parties; and is

24.3 approved or certified under the *Industrial Relations Act 1996 (NSW)*.

25. POSTING OF AGREEMENT

A copy of this Agreement will be given to all employees covered by this Agreement. A copy will be provided to all new employees upon induction, and a copy will be displayed where it can be easily read by all employees.

26. ADDRESS FOR SERVICE

Service of any document shall be deemed to have been effected by delivery or facsimile transmission to the following addresses:

MBF Australia:

Executive General Manager
Hospitals Division
Level 15
97-99 Bathurst Street
Sydney, New South Wales
Fax: (02) 9267.7467

New South Wales

Nurses' Association:

General Secretary

New South Wales Nurses' Association

43 Australia Street

Camperdown, New South Wales, 2050

Fax: (02) 9550.3667



SIGNED for and on behalf of **MEDICAL BENEFITS FUND OF AUSTRALIA LIMITED** in the presence of

)
) *Robert Gifford*
)

Witness *[Signature]*
Dated: *17 March 1998*



SIGNED for and on behalf of **NEW SOUTH WALES NURSES' ASSOCIATION** in the presence of

)
) *Mosall*
)

Witness *A. Sheehan*
Dated: *25 March 1998*

APPENDIX 1

DALCROSS PRIVATE HOSPITAL

28 Stanhope Road,
Killara, NSW, 2071.

LAKE MACQUARIE PRIVATE HOSPITAL

3 Sydney Street,
Gateshead, NSW, 2290.

NORTH GOSFORD PRIVATE HOSPITAL

Burrabil Avenue,
North Gosford, NSW, 2250.



MBF AGREEMENT - NEW SOUTH WALES

	Current		Adjustment 1 August 1997		(1st increase) 1 October 1997 1.0%		(2nd increase) 1 October 1998 3.0%		(3rd increase) 1 April 1999 3.0%	
	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly
Assistant in Nursing/ Trainee Enrolled Nurse										
Under 18 years of age	17,668	339.80	17,784	342.00	9,0000	9.2711	18,320	352.30	18,871	362.90
1st year of experience	18,461	355.00	18,580	357.30	9.4026	9.6842	19,136	368.00	19,708	379.00
2nd year of experience	19,196	369.20	19,318	371.50	9.7763	10.0684	19,895	382.60	20,493	394.10
Thereafter										
Assistant in Nursing/ Trainee Enrolled Nurse										
18 years and over	20,851	401.00	20,982	403.50	10.6184	10.9368	21,611	415.60	22,261	428.10
1st year of experience	21,524	413.90	21,658	416.50	10.9605	11.2895	22,308	429.00	22,979	441.90
2nd year of experience	22,186	426.70	22,334	429.50	11.3026	11.6421	23,005	442.40	23,696	455.70
3rd year of experience	22,886	440.10	23,031	442.90	11.6553	12.0053	23,722	456.20	24,435	469.90
Thereafter										
Enrolled Nurse										
1st year of experience	23,366	449.30	25,761	495.40	13.0368	13.4289	26,536	510.30	27,331	525.60
2nd year of experience	24,200	465.40	26,322	506.20	13.3211	13.7211	27,113	521.40	27,924	537.00
3rd year of experience	25,359	487.70	26,889	517.10	13.6079	14.0158	27,695	532.60	28,527	548.60
4th year of experience	26,423	508.10	27,461	528.10	13.8974	14.3132	28,283	543.90	29,130	560.20
Thereafter	27,159	522.30	28,028	539.00	14.1842	14.6105	28,870	555.20	29,739	571.90
Nurse Undergoing Pre- Registration Training Otherwise that as a Student										
Registered Nurse										
1st year of service	29,021	558.10	29,203	561.60	14.7789	15.2211	30,077	578.40	30,982	595.80
2nd year of service	30,597	588.40	30,794	592.20	15.5842	16.0526	31,720	610.00	32,672	628.30
3rd year of service	32,178	618.80	32,386	622.80	16.3895	16.8816	33,358	641.50	34,356	660.70
4th year of service	33,857	651.10	34,081	655.40	17.2474	17.7658	35,105	675.10	36,161	695.40
5th year of service	35,547	683.60	35,771	687.90	18.1026	18.6447	36,842	708.50	37,950	729.80
6th year of service	37,222	715.80	37,461	720.40	18.9579	19.5263	38,584	742.00	39,744	764.30
7th year of service	39,140	752.70	39,390	757.50	19.9342	20.5316	40,570	780.20	41,787	803.60
8th year of service	40,747	783.60	41,007	788.60	20.7526	21.3763	42,240	812.30	43,508	836.70

MBF AGREEMENT - NEW SOUTH WALES

	Current		Adjustment 1 August 1997		(1st increase) 1 October 1997 1.0%		(2nd increase) 1 October 1998 3.0%		(3rd increase) 1 April 1999 3.0%					
	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly	Yearly	Weekly				
Undergraduate 1 (UG1)	40,746	783.60	deleted											
Clinical Nurse Specialist	40,746	783.60	42,266	812.80	21,3895	42,687	820.90	21,6026	43,966	845.50	22,2500	45,287	870.90	22,9184
Nursing Unit Manager														
Level 1: First year	45,197	869.20	50,929	979.40	25,7737	51,438	989.20	26,0316	52,983	1,018.90	26,8132	54,574	1,049.50	27,6184
Second year	46,465	893.60												
Level 11	47,613	915.60	53,362	1,026.20	27,0053	53,898	1,036.50	27,2763	55,515	1,067.60	28,0947	57,179	1,099.60	28,9368
Level 111	48,886	940.10	54,792	1,033.70	27,7289	55,338	1,064.20	28,0053	56,997	1,096.10	28,8447	58,708	1,129.00	29,7105
Clinical Nurse Consultant	50,091	963.30	51,964	999.30	26,2974	52,484	1,009.30	26,5605	54,059	1,039.60	27,3579	55,682	1,070.80	28,1789
Clinical Nurse Educator	40,746	783.60	42,266	812.80	21,3895	42,687	820.90	21,6026	43,966	845.50	22,2500	45,287	870.90	22,9184
Nurse Educator														
1st year of experience	45,197	869.20	46,883	901.60	23,7263	47,351	910.60	23,9632	48,771	937.90	24,6816	50,232	966.00	25,4211
2nd year of experience	46,465	893.60	48,199	926.90	24,3921	48,677	936.10	24,6342	50,138	964.20	25,3737	51,641	993.10	26,1342
3rd year of experience	47,613	915.60	49,384	949.70	24,9921	49,873	959.10	25,2395	51,371	987.90	25,9974	52,910	1,017.50	26,7763
4th year of experience	50,091	963.30	51,964	999.30	26,2974	52,484	1,009.30	26,5605	54,059	1,039.60	27,3579	55,682	1,070.80	28,1789
Senior Nurse Educator														
1st year of service	51,312	986.80	53,222	1,023.50	26,9342	53,752	1,033.70	27,2026	55,364	1,064.70	28,0184	57,023	1,096.60	28,8579
2nd year of experience	52,366	1,007.00	54,314	1,044.50	27,4868	54,855	1,054.90	27,7605	56,498	1,086.50	28,5921	58,193	1,119.10	29,4500
3rd year of experience	54,114	1,040.70	56,129	1,079.40	28,4053	56,690	1,090.20	28,6895	58,391	1,122.90	29,5500	60,143	1,156.60	30,4368
Assistant Director of Nursing														
100 beds & over	N/A	N/A	54,792	1053.70	27,7289	55,338	1,064.20	28,0053	56,997	1,096.10	28,8447	58,708	1,129.00	29,7105

MBF AGREEMENT - NEW SOUTH WALES

	Current			Adjustment 1 August 1997			(1st increase) 1 October 1997 1.0%			(2nd increase) 1 October 1998 3.0%			(3rd increase) 1 April 1999 3.0%		
	Yearly	Weekly	Hourly	Yearly	Weekly	Hourly	Yearly	Weekly	Hourly	Yearly	Weekly	Hourly	Yearly	Weekly	Hourly
Deputy Director of Nursing															
Less than 100 beds	N/A	N/A	27.0053	53,898	1,036.50	27.2763	55,515	1,067.60	28.0947	57,179	1,099.60	28.9368			
100 beds & less than 200 beds	N/A	N/A	27.7289	55,338	1,064.20	28.0053	56,997	1,096.10	28.8447	58,708	1,129.00	29.7105			
200 beds & less than 250 beds	54,114	1,040.70	28.4053	56,690	1,090.20	28.6895	58,391	1,122.90	29.5500	60,143	1,156.60	30.4368			
250 beds & less than 350 beds	56,134	1,079.50	29.4658	58,807	1,130.90	29.7605	60,570	1,164.80	30.6526	62,384	1,199.70	31.5711			
350 beds & less than 450 beds	58,137	1,118.00	30.5184	60,908	1,171.30	30.8237	62,733	1,206.40	31.7474	64,615	1,242.60	32.7000			
450 beds & less than 750 beds	60,303	1,159.70	31.6553	63,175	1,214.90	31.9711	65,068	1,251.30	32.9289	67,018	1,288.80	33.9158			
750 beds & over	62,635	1,204.50	32.8789	65,619	1,261.90	33.2079	67,590	1,299.80	34.2053	69,618	1,338.80	35.2316			
Director of Nursing or Subsidiary Hospital															
Director of Nursing															
Under 25 beds	53,019	1,019.60	27.8316	55,536	1,068.00	28.1053	57,200	1,100.00	28.9474	58,916	1,133.00	29.8158			
25 beds & less than 50 beds	56,734	1,091.00	29.7816	58,807	1,130.90	29.7605	60,570	1,164.80	30.6526	62,384	1,199.70	31.5711			
50 beds & less than 75 beds	57,339	1,102.70	30.1000	60,076	1,155.30	30.4026	61,880	1,190.00	31.3158	63,736	1,225.70	32.2553			
75 beds & less than 100 beds	58,539	1,125.80	30.7289	61,329	1,179.40	31.0368	63,170	1,214.80	31.9684	65,062	1,251.20	32.9263			
100 beds & less than 150 beds	60,219	1,158.10	31.6105	63,086	1,213.20	31.9263	64,979	1,249.60	32.8842	66,929	1,287.10	33.8711			
150 beds & less than 200 beds	62,239	1,196.90	32.6711	65,198	1,253.80	32.9947	67,153	1,291.40	33.9842	69,165	1,330.10	35.0026			
200 beds & less than 250 beds	64,247	1,235.50	33.7263	67,309	1,294.40	34.0632	69,326	1,333.20	35.0842	71,406	1,373.20	36.1368			
250 beds & less than 350 beds	66,663	1,282.00	34.9947	69,836	1,343.00	35.3421	71,932	1,383.30	36.4026	74,090	1,424.80	37.4947			
350 beds & less than 450 beds	70,692	1,359.50	37.1079	74,053	1,424.10	37.4763	76,274	1,466.80	38.6000	78,562	1,510.80	39.7579			
450 beds & less than 750 beds	74,788	1,438.20	39.2579	78,343	1,506.60	39.6474	80,694	1,551.80	40.8368	83,117	1,598.40	42.0632			
750 beds & over	79,484	1,528.50	41.7237	83,262	1,601.20	42.1368	85,758	1,649.20	43.4000	88,332	1,698.70	44.7026			

APPENDIX 3

MEDICAL BENEFITS FUND OF AUSTRALIA HOSPITAL FORUM TERMS OF REFERENCE

1. PURPOSE

Each hospital shall establish a "Hospital Forum" consisting of nursing staff and managers.

The role of the forum will be to:

- (a) assist MBF with developing strategies for achieving the objectives of this Agreement;
- (b) monitor the implementation of this Agreement generally;
- (c) discuss issues that may arise out of the implementation of this Agreement and to make recommendations to the CEO of the hospital;
- (d) raise issues of concern to nursing staff which are not more appropriately dealt with through existing channels.

2. COMPOSITION

Each Forum will consist of representation from nursing staff, managers and the Chief Executive Officer. At least one representative from nursing staff shall be a member of the NSWNA. The size and composition of each Forum will depend upon each hospital's size, role and function but will not exceed nine members in any hospital.

The Chief Executive Officer will act as Chairperson of the Forum and ensure that appropriate minutes are kept of all meetings.

An election for 50% of the places allocated to nursing staff representatives will be held every 12 months.

The Forum members shall ensure that they consult regularly with other nursing staff and that they also report the activities of the Forum to all nursing staff.

It is envisaged that all constituencies in the hospital concerned will ultimately be represented in the Forum.

3. MEETINGS

The Forum shall meet as often as necessary to ensure that the stated objectives and strategies authorised in this Agreement are effectively implemented.

The Forum shall be responsible for developing its own procedures and operating guidelines.

Reasonable notice of meeting shall be given to each member of the Forum.

Meetings shall be conducted during normal business hours. However, should a member of the Forum be off duty, such time spent in attendance will be paid at the ordinary rate or time off in lieu granted.



APPENDIX 4

MEDICAL BENEFITS FUND OF AUSTRALIA REGIONAL HOSPITAL FORUM

1. PURPOSE

Regional Hospital Forum shall be established to:-

- exchange information about the implementation of this Agreement;
- assess the feasibility of devising common strategies to deal with issues arising out of the implementation of this Agreement; and
- discuss issues of relevance and concern to nursing employees relating to this Agreement.

2. COMPOSITION

The Regional Hospital Forum shall consist of the following representatives:-

- Hospitals Division Employee Services Manager;
- New South Wales Nurses' Association nominee;
- 2 Forum Employee Representatives from each hospital;
- 2 Hospital Chief Executive Officer nominees;
- 2 Hospital Director of Nursing nominees; and

The Regional Hospital Forum shall be entitled to invite any person to attend a Regional Hospital Forum meeting for the purposes of providing expert/technical advice or special information.

The Hospitals Division Employee Services Manager, or nominee, will act as Chairperson and ensure that appropriate minutes are kept of all meetings.

3. MEETINGS

Meetings of the Regional Hospital Forum will be held at least three times per year.

The Regional Hospital Forum shall be responsible for developing its own procedures and operating guidelines.

Reasonable notice of meeting shall be given to each member of the Forum.

APPENDIX 5

CONFIDENTIALITY PROTOCOL

This protocol has been drafted for the purpose of ensuring that all persons who participate as members of the Hospital Forum have access to all relevant information while at the same time recognising MBF's legitimate interest in monitoring confidentiality.

In the course of a Forum Member's participation in the MBF Hospital Forum, MBF may elect to disclose information of the following types to the Forum Member.

- financial, technological, strategic or business information;
- research, development, operational, legal, marketing or accounting information;
- technology and intellectual property rights;
- customer and supplier information; and
- other information specifically marked as being confidential.



All such information (whether or not about MBF or related companies) will be "Confidential Information" for the purposes of this protocol unless it:

- is trivial in nature;
- is already public knowledge when it is disclosed to Forum Members;
- becomes public knowledge after it is disclosed to Forum Members other than because of a breach of confidentiality by Forum Members or a person to whom the Forum Member discloses it; or
- is in, or comes lawfully into, the possession of Forum Members other than because of a breach of confidentiality by some other person.

In return for MBF disclosing any Confidential Information to Forum Members, all Forum Members will do the following:

1. The Forum Member must hold the Confidential Information in strict confidence and must take all steps necessary to preserve its confidentiality.
2. The Forum Member must not use or copy any Confidential Information in any way except as is legitimately required as part of the Forum Member's participation in the Hospital Forum.

3. All of these restrictions will continue even if the Forum Member's membership or participation in the Forum ends or this Agreement is terminated.
4. If the Forum Member ceases to be a Forum Member or if requested earlier by MBF, the Forum Member must immediately deliver to MBF all forms of any Confidential Information under the possession, power or control of the Forum Member.

Registered
Enterprise Agreement
Industrial Registrar

FORUM MEMBER UNDERTAKING

I, _____, acknowledge that I have read and understood the Confidentiality Protocol which is Appendix 5 to this Enterprise Agreement. I agree to be bound by the terms of the said Protocol.

Signed

