

# ENTERPRISE AGREEMENT

NO: E.A. 369 /1994

DATE REGISTERED: 23-9-94

PRICE: \$ 19-00

**The Haymarket Foundation (Nurses)  
Enterprise Agreement 1994**

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**2. Parties Bound**

(i) The parties to this agreement are:

- (a) The Haymarket Foundation Ltd ("The Company"), 165B Palmer Street, East Sydney.  
and
- (b) The New South Wales Nurses' Association

(ii) The parties to this Agreement declare that it has been fully discussed between them and no party has entered into it under duress.

### 3. Area, Incidence and Duration

- (i) This Agreement shall apply to nurses employed by the Company under the classifications in Clause 6, Salaries, hereof.
- (ii) This Agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in an award and operates to the full and total exclusion of the provisions of the Nurses', Other Than in Hospitals &c., (State) Award and the Haymarket Foundation and NSWNA Agreement No. 8620.

To the extent of any inconsistency between that Award and this Agreement, this Agreement shall prevail.

- (iii) The Agreement shall, having regard to Section 117 of the Industrial Relations Act, 1991, have effect from the date it is registered and shall operate from the beginning of the first pay period on or after 31 January 1994 and will remain in force for a period of one year ~~thereafter~~ from the date of registration. *CF. Th*

### 4. Definitions

- (i) Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the meanings respectively assigned to them:

"Association"	- means the New South Wales Nurses' Association.
"Award"	- means the Public Hospital Nurses' (State) Award.
"Board"	- means the New South Wales Nurses' Registration Board.
"Clinic"	- means The Haymarket Foundation Clinic.
"Clinical Nurse Specialist"	- means a registered nurse with specific post-basic qualifications in drug and alcohol rehabilitation (or a similar area) and twelve months' experience working at the Clinic,
"Company"	- means The Haymarket Foundation Limited.
"Registered Nurse"	- means a person registered by the Board as such.
"Service"	- means service with The Haymarket Clinic.

- (ii) Where a term in this Agreement is not defined by this Agreement reference shall be made, for interpretation, to the Public Hospital Nurses' (State) Award as varied from time to time.

### 5. Hours of Duty

- (i) The ordinary hours of work shall not exceed eight hours per day to be worked Monday to Friday inclusive between 6.30am and 5.00pm. Provided that where an employee so agrees the ordinary hours may exceed eight hours a day but in any event

shall not exceed ten hours per day. Ordinary hours shall not exceed 152 hours in any four week period.

- (ii) Each employee shall not work his/her ordinary hours of work on more than nineteen days in a cycle of twenty eight calendar days (entitlement of twelve days off duty per annum).
- (iii) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring while on duty and such break shall not count as working time.
- (iv) Two intervals of ten minutes (in addition to meal breaks) shall be allowed for light refreshments for each a.m. and p.m. roster and such interval shall count as working time and shall be paid for as such.

## **6. Salaries**

- (i) All employees affected by this Agreement shall have supplied to them a copy hereof.
- (ii) The salaries shall be those prescribed in Table 1 of Annexure A to this agreement

Provided that a Registered Nurse working at the Haymarket Foundation shall not be paid a lower rate per week under this clause than that which would be payable were that Nurse employed as a Registered Nurse under the Award.

## **7. Special Allowances**

### **(i) Meal Allowance**

An employee who is required to be on call during a meal break shall be paid the sum set out in Item 1 of Table 2 of Annexure A to this agreement.

### **(ii) Meal Allowance on Overtime**

Meal allowance on overtime shall be paid as prescribed by the Award as varied from time to time.

### **(iii) Transport Allowance**

- (a) An allowance shall be paid to any employee using a private vehicle on Clinic business. This allowance shall be as prescribed in the Award as varied from time to time.
- (b) In lieu of claiming the allowance prescribed in part (a) of this subclause an employee who uses a taxi to attend clients in the community or at the Clinic shall be reimbursed all fares incurred in so travelling.

## **8. Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided that part-time workers shall be

entitled to the additional rates only when their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.:

Afternoon shift commencing at 10 a.m. and before 1 p.m.	10 %
Afternoon shift commencing at 1 p.m. and before 4 p.m.	12½%
Night shift commencing at 4 p.m. and before 4 a.m.	15%
Night shift commencing at 4 a.m. and before 6 a.m.	10%

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee is a part-time or casual employee.
- (iii) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary working hours worked between midnight Friday and midnight Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. The extra rates so paid shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to part-time and casual workers but such workers shall not be entitled to be paid in addition the allowances prescribed in Clause 10, Part-Time and Casual Employees, of this award in respect of their employment between midnight on Friday and midnight on Sunday.

## 9. Overtime

Overtime shall be paid in accordance with the Award to all employees covered by this Agreement.

## 10. Part-time and Casual Employees

### (i) Part-Time Employees

- (a) A part-time employee means an employee who is employed to work fewer than 38 hours per week.
- (b) The conditions applying to a part-time employee shall be those prescribed for a permanent part-time employee by the Award as varied from time to time; provided that in addition an allowance shall be paid of ten per centum of the rate prescribed in Clause 6 hereof for that part-time employee's relevant classification.

### (ii) Casual Employees

The conditions applying to a casual employee shall be those prescribed by the Award as varied from time to time.

### (iii) Temporary Employees

The conditions applying to a temporary employee shall be those prescribed by the Award as varied from time to time.

## **11. Uniform and Laundry Allowance**

Uniform and laundry allowances shall be as prescribed in the Award as varied from time to time.

## **12. Annual Leave**

Annual leave shall be granted in accordance with the provisions of the Award as varied from time to time.

## **13. Annual Leave Loading**

Annual leave loading shall be as prescribed by the Award as varied from time to time.

## **14. Long Service Leave**

- (i) Long service leave shall accrue in accordance with the provisions of the Award as varied from time to time.
- (ii) Broken periods of service shall count as service for the purposes of long service leave.
- (iii) For the purposes of this clause "service" means service with the Clinic.

## **15. Sick Leave**

- (i) For the purposes of this clause "service" means service with the Clinic.
- (ii) Sick leave shall be granted in accordance with the provisions of the Award as varied from time to time. Provided that during the first three months of continuous employment an employee shall be entitled to 1 week of the sick leave provided for by the Award.
- (iii) During any period of sickness at the Clinic an employee who remains at the Clinic shall be provided without charge with medical and nursing treatment so far as the Clinic can provide such treatment.

## **16. Short Leave**

Short leave shall be granted as prescribed in the Award as varied from time to time.

## **17. Payment of Salaries**

- (i) All employees other than part-time employees shall be paid not later than Friday in each week; provided that upon termination of employment of any employee all salary and other payments due to such employee shall be paid immediately or if the office is not open by no later than 3.00 p.m. on the next working day following such termination.
- (ii) On each pay-day an employee in respect of the payment then due shall be furnished in writing with the following particulars: name, the amount of ordinary salary, the





SIGNED for and on behalf of  
the HAYMARKET FOUNDATION  
LIMITED this 5~~th~~ day of  
June 1994

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)  
)  
)..... J. Low S  
Executive Director

A handwritten signature in cursive script, appearing to read "A. R. ...".

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Witness



**ANNEXURE A**

**WAGE RATES AND WAGE RELATED ALLOWANCES**

**Table 1: Wage Rates**

<b>Award Classification</b>	<b>Column 1 31 January 1994 \$</b>	<b>Column 2 1 July 1994 \$</b>	<b>Column 3 31 January 1995 \$</b>
<b><u>Registered Nurse</u></b>			
First year of service with employer/ 6th Year Registered Nurse	617.10	626.40	635.70
Second year of service with employer/ 7th Year Registered Nurse	646.30	656.00	665.70
Third year of service with employer/ 8th Year Registered Nurse	679.60	689.80	700.00
UG1	707.50	718.10	728.70
<b><u>Clinical Nurse Specialist</u></b>	707.50	718.10	728.70

**Table 2: Allowances**

<b>Item</b>	<b>Allowance</b>	<b>Clause</b>	<b>Column 1 31 January 1994 \$</b>	<b>Column 2 1 July 1994 \$</b>	<b>Column 3 31 January 1995 \$</b>
1	On call during meal break	7(i)	6.20 per shift	6.29 per shift	6.38 per shift