

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/103

TITLE: Ophthalmic Surgery Centre (North Shore) Nurses' Enterprise Agreement 2003

I.R.C. NO: IRC3/1742

DATE APPROVED/COMMENCEMENT: 22 April 2003

TERM: 22 April 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 6 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Ophthalmic Surgery Centre (North Shore) who fall within the coverage of the Private Hospital Industry Nurses' (State) Award

PARTIES: Ophthalmic Surgery Centre (North Shore) -&- the New South Wales Nurses' Association

Registered
Enterprise Agreement

Industrial Registrar

FILED

27 MAR 2003

OFFICE OF THE INDUSTRIAL
REGISTRAR

**OPHTHALMIC SURGERY CENTRE
(NORTH SHORE)
NURSES' ENTERPRISE AGREEMENT
2003**

entered into between



OPHTHALMIC SURGERY CENTRE (NORTH SHORE)

and

NEW SOUTH WALES NURSES' ASSOCIATION

OPHTHALMIC SURGERY CENTRE (NORTH SHORE) AGREEMENT 2003

ARRANGEMENT

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1. TITLE

This Enterprise Agreement will be known as and referred to as the Ophthalmic Surgery Centre (North Shore) Nurses' Enterprise Agreement 2002.

2. PARTIES

This Enterprise Agreement will be binding on –

- 2.1 Ophthalmic Surgery Centre (North Shore) for the employment of nursing staff within the classifications of work contained in the Award referred to in clause 4.1 of this agreement, ("The Employer");
- 2.2 New South Wales Nurses' Association of 43 Australia Street, Camperdown, Sydney, New South Wales, 2050 ("The Association").

3. DURATION

- 3.1 This Enterprise Agreement will take effect on the ^{24 April 2003} ~~(date of approval by the Commission)~~ and remain in force for 12 months from that date.

4. DEFINITIONS

- 4.1 Unless the context otherwise indicates or requires, the several expressions hereinafter defined shall have the irrespective meanings assigned to them.

"Award" means the Private Hospital Industry Nurses' (State) Award.

- 4.2 Where a term in this agreement is not defined, reference shall be made to the Award for interpretation.

5. RELATIONSHIP WITH AWARD

- 5.1 This Enterprise Agreement must be read and interpreted in conjunction with the Private Hospital Industry Nurses' (State) Award.
- 5.2 Except as provided for in this Enterprise Agreement, the provisions of the Award shall apply to nurses employed by Ophthalmic Surgery Centre (North Shore).

Should there be any inconsistency between any term of this Enterprise Agreement and the Award then the terms of this Enterprise Agreement will prevail.

6. SALARIES and ALLOWANCES

- 6.1 The minimum salaries per week shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- 6.2 Where the clinical management of a shift is delegated to a registered nurse an allowance as set out in Item 1 of Table 2 - Other Rates and Allowances shall be paid.

- 6.3 An employee who is required to remain on call from the completion of the shift prior to rostered days off or on a rostered day off shall be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances.
- 6.4 An employee who is required to remain on call other than in the previous subclause shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances.
- 6.5 An employee shall be paid the uniform and laundry allowances as set out in Item 4 of Table 2 - Other Rates and Allowances.
- 6.5 The employer guarantees that the salaries and allowances set out in Part B, Monetary rates shall not be less than the salaries and allowances set out in the Private Hospital Industry Nurses (State) Award, as varied from time to time.

7. BANKING OF HOURS

- 7.1 A full time or permanent part time employee may, by agreement made daily, weekly or fortnightly with the Facility Manager:
- (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date: or
 - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or ,may set off the additional hours worked against any owing under 7.1 above.
- 7.2 An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- 7.3 Time debited or credited under these arrangements shall be at ordinary time, ie, an hour for an hour.
- 7.4 An employee may not have more than 76 hours in debit or credit at any point in time.
- 7.5 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 7.6 The employer will keep detailed records of all hours credited and debited to employees under these arrangements. Employees shall have full access to these records. A three (3) monthly review of this record will be undertaken with the Director of Nursing. It will be the responsibility of the employee to liase with the Director of Nursing when he/she considers that the credit or debit of hours are becoming excessive. In this case strategies will be put in place to reduce the debit or credit hours.

7.7 On termination of employment the employer will pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit. Where an employee has hours in debit the employer shall, to the extent practicable, assist the employee to work additional hours to reduce the debit hours. With advance notification prior to resignation progression to ZERO Debit/Credit balance will be facilitated.

7.8 Either party shall have the right to terminate an agreement under this clause with two weeks notice.

8. HOURS OF WORK AND SHIFT ALLOWANCES

8.1 The minimum length for a rostered shift for permanent employees shall be four hours. Where an employee is recalled to work they shall be paid for four hours or be credited with four hours.

8.2 The ordinary hours of work shall be between 7.am and 7.00 pm Monday to Friday.. A penalty payment at the rate of 15% shall be paid for all time worked after 7.00 pm on any week day.

9. GRIEVANCE AND DISPUTE PROCEDURES

9.1 At any stage of the procedure, the employee(s) may be represented by the Association and/or an Association workplace representative.

9.2 The process for resolving grievances and disputes is as follows:

9.2.1 The employee(s) shall notify the immediate supervisor of any grievance or dispute and the remedy sought, in writing. If this is inappropriate, the employee(s) shall notify the Director of Nursing/Facility Manager.

9.2.2 The Company shall provide written acknowledgment of receipt of the grievance and/or dispute, shall be provided.

9.2.3 A meeting shall be held between the employee (s) and management to discuss the grievance or dispute and the remedy sought within 3 days of the notification.

9.2.4 If no satisfactory resolution is achieved at this level then the matter shall be referred to the Chief Executive Officer. A further meeting between all parties shall be held as soon as practicable.

9.3 Where the matter(s) remains unresolved, it may be referred to a disputes committee in accordance with Clause 21 of the Award for further discussions and negotiations.

9.4 At any stage of this procedure, the New South Wales Industrial Relations Commission may be advised of the existence of a dispute.

- 9.5 During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

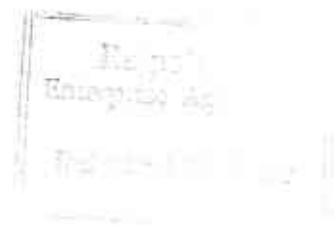
10. ANTI-DISCRIMINATION

- 10.1 It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES-

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".



SIGNED for and on behalf of Ophthalmic Surgery Centre (North Shore) by

Lynna Davis

Director of Nursing
Ophthalmic Surgery Centre (North Shore)

In the presence of

A. Street

Witness

Dated: *20 March 2003*

SIGNED for and on behalf of NEW SOUTH WALES NURSES' ASSOCIATION by

Brett Holmes

Brett Holmes
General Secretary
NSW Nurses' Association

In the presence of

J. Shean

Witness

Dated: *17 March 2003.*

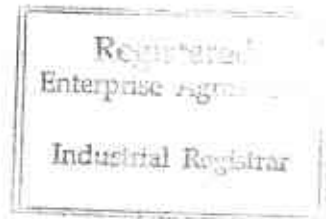


TABLE 1: SALARY LEVELS

Classification	Rate per Week \$
Enrolled Nurse	
First Year	620.80
Second Year	634.40
Third Year	648.10
Fourth Year	661.80
Thereafter	675.60
Registered Nurse	
First Year	703.80
Second Year	742.20
Third Year	780.50
Fourth Year	821.50
Fifth Year	862.20
Sixth Year	903.00
Seventh Year	949.30
Eighth Year	988.50
Clinical Nurse Specialist	1028.80
Clinical Nurse Consultant	1204.80
Nursing Unit Manager	
Level 1	1239.90
Level 2	1298.90
Level 3	1333.70
Assistant Director of Nursing	1270.30



TABLE 2 – OTHER RATES AND ALLOWANCES

Item Number	Brief Description	Amount
Item 1	In charge of shift	\$17.20 per shift
Item 2	On call on rostered day off	\$30.50 per 24 hours or part thereof
Item 3.	On call	\$15.40 per 24 hours or part thereof
Item 4	Uniform and laundry Uniforms Shoes Stockings Cardigan or jacket Socks Laundry	\$5.02 per week \$1.55 per week \$2.60 per week \$1.51 per week \$0.51 per week \$4.18 per week

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