

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/42

TITLE: Nurses, Preterm Foundation, (State) Enterprise Agreement 2009

I.R.C. NO: IRC9/1624

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nurses employed by the Preterm Foundation located at 1-5 Randle Street, Surry Hills NSW 2010, who fall within the coverage of the Public Health System Nurses' and Midwives' (State) Award 2008

PARTIES: The Preterm Foundation -&- the New South Wales Nurses' Association

**NURSES, PRETERM
FOUNDATION,
(STATE) ENTERPRISE
AGREEMENT
2009**

Entered Into between

Preterm Foundation

And

New South Wales Nurses' Association

Part A

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PART A

2. TITLE

This agreement shall be known as the Nurses, Preterm Foundation, (State) Enterprise Agreement 2009.

3. PARTIES BOUND

- (i) The parties to this agreement are
 - (a) The Preterm Foundation, 1-5 Randle Street, Surry Hills, and
 - (b) The New South Wales Nurses' Association, 43 Australia Street Camperdown.
- (ii) The parties to this agreement declare that it has been fully discussed between them and no party has entered into it under duress.

4. DEFINITIONS

- (i) Unless the context otherwise indicates or requires, the several expressions hereinafter defined shall have the respective meanings assigned to them.

"Assistant in Nursing" means a person, other than a registered nurse, student nurse, trainee or enrolled nurse who is employed on nursing duties.

"Association" means the New South Wales Nurses Association

"Award" means the Public Health System Nurses' and Midwives' (State) Award 2008 (and its successors).

"Board" means the Nurses' and Midwives' Registration Board of New South Wales.

"Casual Employee" means an employee engaged on an hourly basis other than as a permanent part-time or full-time employee.

"Clinical Nurse Specialist" means a registered nurse with specific qualifications and twelve months' experience working in the clinical area of her/his specified post-basic qualification.

"Employer" means the Preterm Foundation.

"Enrolled Nurse" means a person enrolled by the Board as such.

"Enrolled Nurse – Medication Endorsement" means a person enrolled by the Board and endorsed to administer medications by the Board.

"Experience" means (in relation to an assistant in nursing, enrolled nurse, or trainee enrolled nurse) experience both before and after the commencement of this agreement whether within New South Wales or elsewhere, and in the case of a

trainee enrolled nurse, enrolled nurse or assistant in nursing, who was formerly a student nurse, includes experience as such student nurse.

A year of experience for part time and casual experience shall be 1976 hours.

“Foundation” means the Preterm Foundation.

“Nurse” means a registered nurse or an enrolled nurse or an assistant in nursing.

“Nursing Unit Manager” means a Nursing Unit Manager Level II as defined by the Award.

“The Workplace Consultative Committee” means the committee established pursuant to Clause 8 of this Agreement.

“Permanent Part-time Employee” means a person who is permanently appointed by the Foundation to work a specific number of hours which are less than those prescribed for a full time employee, such hours being not less than 12 hours per week.

“Registered Nurse” means a person registered by the Board as such.

“Service” means (in relation to a registered nurse) service before or after the commencement of this award in New South Wales or elsewhere as a general nurse, geriatric nurse, mental retardation nurse, infants’ nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be; provided that following initial registration as a general, mental retardation or psychiatric nurse, all subsequent registered service shall count.

A year of service for part time and casual service shall be 1976 hours.

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

5. COMMITMENT

- (i) The parties agree to work together to develop a committed, flexible and highly skilled nursing workforce that is focused on customer service and productivity and on a working environment which is mutually rewarding to the Foundation and all of the nurses employed by it.
- (ii) The parties acknowledge and accept, however, that the move to enterprise agreements with the consequent need for both parties, and all nurses to develop an "enterprise focus" and a cooperative approach to work place issues.
- (iii) The parties are committed to the concept of continuous improvement and to the delivery of a high standard of service to customers of the Foundation.
- (iv) The parties agree to cooperate during the life of this agreement in such further discussions or consultative processes that may be seen as necessary or desirable in the interests of the implementation of this agreement.

- (v) The parties agree that the commitment of the nursing workforce to continuous improvement and their cooperation with projects and other initiatives designed to improve the efficiency and quality of the nursing services provided, is fundamental to the success of the enterprise bargaining process and to the Foundation maintaining accreditation by the Australian Council on Health Care Standards.

6. WAGE RATES

- (i) The salaries shall be those prescribed in Annexure A to this agreement on and from the dates set out therein. Provided that a Registered Nurse working at the 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.
- (ii) The salaries and allowances prescribed in Annexure A shall be increased in accordance with all changes to salaries and allowances in the Award.

7. QUALITY ASSURANCE PROJECTS

The parties agree that, pursuant to the commitment set out in Clause 5, they shall cooperate on the following specific projects:

(i) Customer Satisfaction Survey

The parties agree that the unique nature of the service provided by the Foundation poses difficulties in developing a customer satisfaction indicator linked to payment. The major difficulty is in undertaking the survey using appropriate survey techniques while maintaining client confidentiality.

However, the parties acknowledge that information regarding customer satisfaction is an important factor in analysing quality of service. Further the parties agree that the results of any customer satisfaction survey carried out by the Foundation will be considered by the Workplace Consultative Committee, who will make recommendations regarding strategies to be implemented to overcome any deficiencies in the nursing service identified in the survey.

(ii) Examination of work flow

The parties agree that the efficient flow of clients through the various sections of the Foundation is an important aspect of productivity.

Further, the parties agree that the results of the study of workflow proposed by the Foundation will be examined by the Workplace Consultative Committee.

The Committee will identify those factors which impinge on the efficiency of nurses and make recommendations on strategies for implementation which will address those problems.

(iii) Staffing Levels and Workloads

The parties are committed to ensuring that staffing levels are appropriate, in order to ensure the delivery of high quality patient care and a safe working environment for nurses.

Should any nurse feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with the Nurse Unit Manager. The Nurse Unit Manager shall investigate any issue that is raised within 48 hours and provide a response to the issues. If the nurse manager is unable to resolve the workload issue or respond within this period, the issue is to be referred to the Director of Nursing. At any stage in this process, the employee may be represented by an Association officer.

It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled with a reasonable period of time, the employee (or their nominated employee representative) may utilise the provisions of Clause 28, Disputes of this Agreement.

In determining whether staffing levels are appropriate, factors that should be considered include (but not limited to): occupancy, patient acuity, the skill level of staff, the availability of support staff and professional nursing standards and conduct as determined by the appropriate regulatory authorities.

- (iv) Other quality assurance projects as agreed by the parties.

8. WORKPLACE CONSULTATIVE COMMITTEE

The parties agree that to achieve the objectives set out in Clause 5, Commitment, it is critical that an atmosphere of mutual trust and cooperation be maintained.

Whilst the parties intend that there shall be an ongoing high level of informal cooperation in the interests of achieving the objectives of this enterprise agreement, the parties agree that the following formal consultative mechanisms should be established to achieve the specific objectives enunciated in this agreement. They are:-

(A) The Workplace Consultative Committee

This Committee shall consist of two senior representatives from the Foundation Management, as nominated by the Foundation, and two representatives of the nursing workforce in the Foundation, as nominated by the Association and is intended by the parties to be the principal forum for information exchange, consultation and/or negotiation between the parties.

The parties agree that this Committee will meet during normal working hours as often as is required but in any event, not less than every three months during the term of this agreement.

The quorum shall comprise three members of the Committee, one of whom shall be a management representative and two of whom shall be representatives from the nursing workforce.

The parties intend and agree that the Workplace Consultative Committee will take the responsibility for the proper implementation and monitoring of the operation of this agreement and in particular will:-

- (i) Consider any proposals that may emanate from the Foundation or the Association for the establishment of further performance indicators and provide the Foundation and the Association with advice and recommendations with respect to the utility of any such proposals in the context of this agreement.
- (ii) Undertake the work associated with the productivity improvement projects referred to in Clause 7, Quality Assurance Projects, of this agreement.
- (iii) Formulate the facilities training plan.
- (iv) Consider any other matter seen as appropriate to the parties to this agreement for it to consider

(B) Occupational Health and Safety

- (i) An Occupational Health & Safety Committee will be established in accordance with the terms of the NSW Occupational Health and Safety Act 2000 within three months of the certification of this agreement.
- (ii) The parties are committed to achieving healthier and safer jobs via work place changes and agree that this can be achieved in tandem with improved efficiency and productivity. The parties intend that this will be accomplished by establishing a comprehensive and cooperative approach to managing occupational health and safety issues which aims to:-
 - (a) Control hazards at source;
 - (b) *Reduce the incidence and cost of occupational injury and illness;*
 - (c) *Review work and management practices affecting the inter-relationship between efficiency, productivity and health and safety; and*
 - (d) *Provide a rehabilitation system for nurses affected by occupational injury or illness.*
- (iii) *The parties agree that the Workplace Consultative Committee shall obtain external expert advice on occupational health and safety matters affecting nurses as may be appropriate.*
- (iv) *The Foundation recognises that it bears the legal responsibility both at common law and by statute to provide a safe and healthy place/system of work and acknowledges that the involvement of the Association and nurse employees on the Workplace Consultative Committee does not render those nurse employees liable at law for any adverse outcomes or consequences arising out of the application of the standards and criteria established by that committee.*

9. TRAINING, LEARNING AND DEVELOPMENT LEAVE

Training and Development

The parties to this agreement recognise that in order to increase efficiency and productivity, a commitment to training and skill development of staff is required. Accordingly, the parties commit themselves to:

- (1) Develop and maintain a highly skilled and flexible workforce;
- (2) Providing employees with career opportunities through appropriate training to acquire additional skills; and

(i) Training Plan and the Workplace Consultative Committee

Through the workplace consultative committee, the employer shall develop a training program consistent with:

- (1) the current and future skill needs of the facility,
- (2) the need to develop relevant skills through courses conducted and provided by accredited education institutions and providers.
 - (a) Training referred to in this clause shall be training relevant to an employee's career path and part of the facilities training plan. The Training Program shall include but not be limited to training in the following areas;
 - Counselling;
 - Ultrasound
 - Infection Control
 - Occupational Health & safety
 - Recovery
 - (b) The facility shall grant the employee paid leave to attend course requirements.
 - (c) Books directly related to specific areas of practice at Preterm which are purchased by Preterm will remain the property of Preterm and will be used by staff as reference books.
 - (d) Any costs associated with enrolment, tuition and textbooks incurred in connection with undertaking of training shall be reimbursed upon production of evidence of such expenditure.
 - (e) Travel costs incurred by employees undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the facility.
 - (f) The employer shall release one (1) nursing staff employee to attend the Abortion Provider's Federation of Australasian Conference held every two years and pay for all costs associated with the conference.
 - (g) Nursing staff who are required to attend quarterly nursing meetings that falls on the employees day off shall receive a minimum of four hours pay unless the

employee is unable to remain for the duration of four hours. Where the employee is unable to remain for the duration of the meeting, the employee shall receive payment for the hours they have attended.

(ii) Management of Study Leave & Professional Development

- (a) Leave for learning activities should be made available to employees of Preterm Foundation to facilitate the development of highly trained, skilled and versatile workforce supporting the provision of safe, quality health care.
- (b) Learning and Professional Development leave applies to external courses offered by educational institutions or registered training organisations, conferences, seminars and short courses.
- (c) Learning and Development Leave is not required for the following types of employer supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on- duty':
 - 'In-House' courses or activities;
 - Mandatory training and education (This shall be defined as learning activities which meet identified organisation skills required by legislative, policy and /or service delivery needs. Examples, temporary skill shortages or fire safety, infection control and OH&S)
- (d) Permanent staff who are full time or part time, and casual employees may apply for study leave.
- (e) The amount of leave granted to attend course requirements shall be based on component of compulsory attendance.
- (f) Learning and Development leave associated with tertiary studies may be accrued per semester or term and may be accrued until the last examination of the semester, or the last attendance day of the semester of there is no final examination.
- (g) An employee may apply for paid examination leave to a maximum of one day per subject per session, provided that such course is relevant to the employee's work and is approved by the Director of Nursing.
- (h) The policy of Training and Professional Development shall include but not limited to:
 - the notice period required to be given by the employee which takes into account the approval process;
 - the payment of course fees;
 - the issue of time travel to attend course requirements;
 - the amount of leave to be granted for various modes of delivery (ie. face to face, distance education and residential).

- What information is required by the employee, (proof of enrolment/acceptance for course of study & anticipated pattern of leave required)

10. OVERTIME

- (i) Except as provided for by this clause, overtime shall be paid in accordance with the Award.
- (ii) Any nurse that works overtime outside normal rostered hours may be compensated by way of time off in lieu of overtime.
- (iii) This agreement is subject to the following provisos:-
 - (a) Time off in lieu must be taken within six months of it being accrued at ordinary rates;
 - (b) Where it is not possible for a nurse to take the time off in lieu within the six-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the Foundation is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
 - (f) Each employee shall notify the Foundation as to the method by which they wish to be compensated for working overtime. Such election is to be made in writing by the employee within one month of the commencement of their employment and thereafter at 31 January each year. The term of the election shall be until 30 January in the next calendar year. The election shall be irrevocable during its term except by agreement in writing between the employee and the Foundation.
- (ii) The parties further agree to work together to establish strategies, policies and procedures to maximise the chances that in each location or setting where nurses elect to take time off in lieu of overtime that it will, in fact, be possible for those nurses to have the time off within the specified six month period.

11. HOURS OF DUTY

- (i) Full-time Employees

The hours of duty shall be as prescribed in the Award,

- (ii) Permanent Part-time Employees

The hours of duty shall be as prescribed in the Award, provided that:-

- (a) the minimum payment for an employee working less than full-time hours, on any shift on a Monday to Friday, shall be seven hours;
- (b) the minimum payment for an employee working less than full-time hours, on any other days, shall be five hours;
- (a) permanent part-time employees shall be employed for not less than 12 hours in each period of seven days.
- (iii) Each employee shall be allowed an unpaid break of thirty minutes. Provided that by agreement between the employee and the employer the meal break may be of sixty minutes duration. Such break shall occur between 12.00 noon and 3.00pm. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.
- (iv) At least two intervals of ten minutes (in addition to meal breaks) shall be allowed to each employee on duty for light refreshments during each ordinary shift of 8 or 10 hours as the case may be. Provided that an employee who works less than the full time number of hours shall be allowed at least one interval of ten minutes. Such time shall count as working time.
- (v) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out schedule A table 2.

12. PENALTY RATES

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6am or finish subsequent to 6pm.

Afternoon shift commencing at or after 10.00am and before 1.00pm - 10%

Afternoon shift commencing at or after 1.00pm and before 4.00pm - 12½%

Night shift commencing at 4.00pm and before 4.00am - 15%

Night shift commencing at 4.00am and before 6.00am - 10%

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that any employee works less than 38 hours per week.
- (iii) Employees whose ordinary working hours include work on a Saturday shall be paid at the rate of time and one half. This rate shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i).

13. PART-TIME AND CASUAL EMPLOYEES

Entitlements for part-time and casual employees shall be as prescribed in the Award, as subject to the terms and conditions of this agreement.

14. DIRECTOR OF NURSING

- (i) There shall be established a position of Director Of Nursing. Provided that this position may be filled by a registered nurse appointed to a combined position of Director of Nursing and Executive Officer.
- (ii) An employee who relieves in the position of Director of Nursing shall be paid at the higher rate for such period.
- (iii) The Director of Nursing position is graded at the equivalent of Nurse Manager Grade 5 under the Award and shall be paid not less than the amount set out for the classification in Schedule A.

15. BRANCH SECRETARY

The accredited Branch Secretary or an approved delegate of the Branch shall be allowed to approach or be approached by a member of the Association to discuss any matter related to the member's employment, at any time during working hours.

The Branch Secretary or an accredited delegate shall be entitled to confer with management during working hours, without loss of pay, on any matter affecting or likely to affect in any way members of the Association employed by the Foundation.

16. ANNUAL LEAVE

Annual leave shall be granted in accordance with the Award.

17. ANNUAL LEAVE LOADING

Annual leave loading shall be granted in accordance with the Award.

18. LONG SERVICE LEAVE

Long service leave shall be granted as prescribed in the Long Service Leave Act, 1955, as amended.

19. SICK LEAVE

Sick leave shall be granted in accordance with the Award provided that in the first three months of continuous service at the Foundation an employee shall be entitled to five days of the leave provided for by the Award.

20. CARER'S LEAVE

Carer's leave shall be granted in accordance with the Award.

21. PARENTAL LEAVE

- (i) Parental leave shall be granted in accordance with the Award.

22. PUBLIC HOLIDAYS

Public holidays shall be granted in accordance with the Award.

23. PAYMENT OF SALARY

- (i) All salaries and other payments shall be paid fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the deposit being made, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day. Employees who are rostered off duty on pay day shall be entitled to have their salary deposited before proceeding on annual leave or long service leave.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 27, Termination of Employment, of this Agreement, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.

- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars: name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

- (v) The amount of occupational superannuation shall be shown on the employee's pay slip on a monthly basis.

24. ALLOWANCES

- (i) A registered nurse which is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital less than 100 beds during the day, evening or night on the same shift shall be paid an allowance of as set Table 2 of Part B per shift.
- (ii) This clause shall apply to registered nurses holding classified positions of higher grade than that of general nurse.

25. HIGHER GRADE PAY

An employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher classification.

26. TERMINATION OF EMPLOYMENT

Termination of employment shall be in accordance with the provisions of the Award.

27. REDUNDANCY

Preterm shall provide benefits and entitlements in the event of redundancy in accordance with the standards applying in the public sector generally and set out in Premier's Memorandum

No.98/47- Managing Displaced Employees dated 20 February 1996 and NSW Health Department Circular No. 2000/78 issued 5 October 2000.

28. DISPUTES

- (i) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by Preterm and the Association or its representatives, disputes may be submitted to a committee consisting of not more than four members with equal representation of the Preterm Council and the Association. Such committee shall have the power to investigate all matters in dispute and to report to the Council and the Association respectively with such recommendations as it may think right, and in the event of no mutual decision being arrived at by such a committee the matter in dispute may be referred to the Industrial Registrar.
- (ii) Nothing in (i) above shall prevent the Association commencing dispute proceeding without the conduct of a disputes committee where, in the opinion of the Association, the dispute involves matters of occupational health and safety.

29. RIGHT OF ENTRY

Right of entry shall be in accordance with the provisions of the Industrial Relations Act 1996, as amended.

30. REMUNERATION PACKAGING

Where agreed between the employer and the employee (**including casuals**), an employer may introduce remuneration packaging in respect of salary. The terms and conditions of such a package overall shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:

- (i) the employer shall ensure that the structure of any package complies with taxation and other relevant laws.
- (ii) the employer shall confirm in writing to the employee:
 - (a) the classification level and the current salary payable as applicable to the employee under the award;
 - (b) her/his right to choose payment of that salary instead of a remuneration package;
- (iii) that all award conditions, other than the salary shall continue to apply.
- (iv) when determining the remuneration package, the non-salary fringe benefit shall not exceed a maximum of \$17,000.00 grossed up per annum of the applicable salary;
- (v) the employee shall attract 100% benefit of the remuneration packaging arrangements.
- (vi) a copy of the agreement shall be made available to the employee;
- (vii) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (viii) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (ix) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (x) in the event that the employer ceases to attract exemption from payment of Fringe Benefit Tax the employer may terminate all salary packaging arrangements and the employee's salary will revert back.
- (xi) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change;
- (xii) in the event that the employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements

due on termination shall be paid at the rates in accordance with the agreement. Any outstanding benefit shall be paid on or before the date of termination;

- (xiii) any pay increases granted to employees under the award shall also apply to employees subject to remuneration packaging arrangements within this clause.
- (xiv) Superannuation –An amount equivalent to the minimum statutory superannuation contribution on the gross award salary will be made by the Employer.

31. RESERVED MATTERS

Leave is reserved to the Association to seek further agreement during the life of this enterprise agreement in relation to the following matters;

- (i) Reinstatement of paid meal breaks.
- (ii) Classification of individual nurses as Clinical Nurse Specialists.

32. AREA, INCIDENCE AND DURATION

- (i) This agreement shall apply to all nurses employed by the Foundation.
- (ii) This agreement shall determine all of the conditions of employment of the employees which are capable of inclusion on an award and operates to the full and total exclusion of the provisions of the:
 - (a) Nurses, Other Than in Hospitals &c., (State) Award, and the
 - (b) Nurses, Preterm Foundation, Enterprise Agreement 2006.
- (iii) This agreement shall have effect from the date of approval by the New South Wales Industrial Relations Commission and will remain in force until 1 September 2012..

SIGNATORIES

New South Wales Nurses' Association

.....
Brett Holmes
Acting General Secretary

.....
Witness

Date:.....

Preterm Foundation

.....
Director of Nursing

.....
Witness

Date:.....

SCHEDULE A**TABLE ONE - WAGE RATES**

Award Classification	FFPP on or after 1/7/09 - Per Week (\$)
Assistant in Nursing	
1st year	681.00
2nd year	702.60
3rd year	724.70
4th Year and Thereafter	747.20
Enrolled Nurse	
1st year	835.60
2nd year	854.10
3rd year	872.40
4th year	890.80
5th Year and Thereafter	909.50
Enrolled Nurse - Medication Endorsement	
1st year	854.10
2nd year	872.40
3rd year	890.80
4th year	909.50
5th Year and Thereafter	928.10
Registered Nurse	
1st year	947.50
2nd year	999.10
3rd year	1050.60
4th year	1106.00
5th year	1160.80
6th year	1215.50
7th year	1278.10
8th year and Thereafter	1330.60
Clinical Nurse Specialist	1384.70
Nursing Unit Manager - Level II	1748.40
Clinical Nurse Consultant	1702.70
Nurse Manager (also known as a Director of Nursing)	
Grade 5 - 1st year	2037.90
Grade 5 - 2nd year and Thereafter	2072.40

TABLE TWO – Other Rates and Allowances

In charge of ward/unit and Hospital	\$40.64	per shift
On call during meal break	\$11.66	Per break

