



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Haymarket Foundation Ltd T/A Haymarket Foundation Ltd
(AG2015/2821)

THE HAYMARKET FOUNDATION ENTERPRISE AGREEMENT 2015

Health and welfare services

DEPUTY PRESIDENT BOOTH

SYDNEY, 4 JUNE 2015

Application for approval of the Haymarket Foundation Nurses Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Haymarket Foundation Nurses Enterprise Agreement 2015 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by *Haymarket Foundation Ltd*. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The *New South Wales Nurses and Midwives' Association and Australian Nursing and Midwifery Federation New South Wales Branch*, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s. 201(2) of the Act I note that the Agreement covers this organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 June 2015. The nominal expiry date of the Agreement is 30 June 2017.



DEPUTY PRESIDENT

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THE HAYMARKET FOUNDATION NURSES ENTERPRISE AGREEMENT 2015



Haymarket Foundation Nurses Enterprise Agreement 2015

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2. PARTIES COVERED

2.1 This agreement shall be known as The Haymarket Foundation Enterprise Agreement 2015

2.2 This agreement covers:

2.2.1 the Haymarket Foundation Limited of 165b Palmer Street, East Sydney NSW 2010
(**Foundation**);

2.2.2 nurses employed by the Haymarket Foundation under the classifications in
ATTACHMENT 1: CLASSIFICATIONS (**employees**);

2.2.3 the New South Wales Nurses & Midwives' Association (NSWNMA) and the Australian
Nursing Federation NSW Branch (ANF NSW Branch); provided that the Fair Work



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Commission notes in its decision to approve this Agreement that the Association is covered by the agreement in accordance with s 201 of the *Fair Work Act 2009*.

3. COMMENCEMENT, EXPIRY AND COMPLETE AGREEMENT

3.1 This agreement will commence 7 days after it is approved by the Fair Work Commission.

3.2 The nominal expiry date of this agreement is 30 June 2017.

3.3 This Agreement determines 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:

3.3.1 *Nurses Award 2010*; and

3.3.2 *the Haymarket Foundation Nurses Enterprise Agreement 2005*.

3.4 This agreement is to be read in conjunction with the National Employment Standards. Where this agreement provides for a more generous entitlement for employees than the NES then the entitlement in this agreement will apply.

4. DEFINITIONS

4.1 Unless otherwise indicated,:

Association means the New South Wales Nurses and Midwives' Association and Australian Nursing and Midwifery Federation New South Wales Branch.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

Clinic means the Haymarket Foundation Clinic at 165b Palmer St., East Sydney NSW 2010.

NES means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

Registered Nurse means a person registered by the Board as a Registered Nurse.

relevant employees means the employees who may be affected by a change referred to in clause 6 Consultation and Change.

service means service with the Haymarket Foundation Clinic.

5. FLEXIBILITY TERM

5.1 The Foundation and an employee may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of this agreement if:

5.1.1 the agreement deals with one or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;



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- (d) allowances;
- (e) leave loading; and

5.1.2 the arrangement meets the genuine needs of the Foundation and the employee in relation to one or more of the matters mentioned in sub-clause 5.1.1; and

5.1.3 the arrangement is genuinely agreed to by the Foundation and the employee.

5.2 The terms of the IFA will:

5.2.1 be about permitted matters under s 172 of the Fair Work Act 2009; and

5.2.2 be not unlawful terms under s 194 of the Fair Work Act 2009; and

5.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

5.3 An IFA agreed will:

5.3.1 be in writing;

5.3.2 include the name of the Foundation and the employee;

5.3.3 be signed by the Foundation and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;

5.3.4 include details of:

- (a) the terms of this agreement that will be varied by the arrangement;
- (b) how the arrangement will vary the effect of the terms; and
- (c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

5.3.5 state the day on which the arrangement commences.

5.4 The Foundation will also provide the employee with a copy of the IFA within 14 days after it is agreed to.

5.5 The Foundation or employee may terminate the IFA:

5.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

5.5.2 if the employer and employee agree in writing – at any time.

6. CONSULTATION

6.1 This term applies if the Foundation:

6.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

6.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.



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6.2 The Foundation must notify the relevant employees of the decision to introduce the major change.

6.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

6.4 As soon as reasonably practicable after making its decision, the employer will:

6.4.1 for a major change, as set out in 6.1, discuss with the relevant employees:

- (a) the introduction to the change;
- (b) the effect the change is likely to have on the employees; and
- (c) measures the Foundation is taking to avert or mitigate the adverse effect of the change on the employees;

6.4.2 For a change to regular roster or ordinary hours of work, as set out in 6.1.2 discuss with the relevant employees the introduction of the change; and

6.4.3 for the purposes of the discussion in either 6.1.1 or 6.1.2 – provide, in writing, to the relevant employees:

- (a) all relevant information about the change including the nature of the change proposed;
- (b) information about the expected effects of the change on the employees; and
- (c) any other matters likely to affect the employees.

6.5 However, the Foundation is not required to disclose confidential or commercially sensitive information to the relevant employees.

6.6 In this term, a major change is likely to have a significant effect on employees if it results in:

6.6.1 the termination of the employment of the employees;

6.6.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees;

6.6.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);

6.6.4 the alternation of hours of work;

6.6.5 the restructuring of jobs;

6.6.6 The need to relocate employees to another workplace;

6.6.7 The need to retrain employees.

6.7 The employer will give prompt and genuine consideration to matters raised about the change by the relevant employees.

7. HOURS OF DUTY

7.1 The ordinary hours of work will be worked Monday to Friday between 6.30 am and 5.00 pm. The ordinary hours may exceed 8 hours per day but will not exceed 10 hours per day. The ordinary hours will not exceed 152 hours in any four week period.



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7.2 Each employee will not work his or her ordinary hours of work on more than 19 days in a cycle of 28 calendar days.

7.3 Each employee will be allowed a break of between 30 and 60 minutes for each meal occurring while on duty and such break will not count as working time.

7.4 Two 10 minute paid breaks (in addition to meal breaks) will be allowed for light refreshments for each a.m. and p.m. roster.

8. SALARIES

8.1 Rates of pay are set out in Attachment 2: Rates of Pay to this agreement.

8.2 The rates of pay set out in Attachment 2: Rates of Pay will be increased as follows:

8.2.1 2.5% from the first pay period after 1 July 2015;

8.2.2 2.5% from the first pay period after 1 July 2016.

9. OVERTIME

9.1 All time worked by employees in excess of 76 hours per fortnight will be paid for at the rate time and a half (150%) for the first two hours and double time (200%) thereafter. All overtime worked on a Sunday will be paid at double time (200%). All overtime worked on a public holiday will be paid at double time and a half (250%).

9.2 Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties and weekend premiums prescribed in clause 11. Saturday and Sunday Work and Shift Work.

10. SATURDAY AND SUNDAY WORK

10.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

10.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

10.3 The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement.

11. ROSTERS

11.1 The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees.

11.2 The roster shall be displayed at least two (2) weeks prior to the commencing date of the first working period in the roster.



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- 11.3 Except for changes resulting from an illness or emergency affecting an employee, seven (7) days' notice will be given to employees in respect of changes to the roster. Where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged between the Employer and the employee.
- 11.4 Where an employee is entitled to an additional day off duty in accordance with clause 7 such day is to be shown on the roster of hours for that employee.
- 11.5 Where a permanent part time employee has been rostered to work any additional hours and is subsequently notified by the Employer with less than twenty four (24) hours notice that the hours have been cancelled, the employee shall be entitled to payment of four (4) hours at ordinary time.

12. PART-TIME AND CASUAL EMPLOYEES

12.1 Part-time and casual employees are defined as follows:

Type of Employment	To qualify under this type of employment	Calculation of payment rate
Part-time	employees engaged to work less than an average of 38 ordinary hours per week where hours of work are reasonable predictable.	Relevant rate in Attachment 2 pro-rata based on ordinary weekly hours for full time employees are 38.
Casual	employee engaged on hourly basis.	Hourly rate = relevant rate in Attachment 2 (1/38) of the weekly rate plus a casual loading of 10%.

Part-time employees

- 12.2 The Foundation and the employee will agree in writing prior to the commencement date the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- 12.3 The terms of the agreement may be varied by agreement and recorded in writing.
- 12.4 The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- 12.5 A part time employee will be paid a minimum of four hours pay for each shift.

Casual Employees

- 12.6 A casual employee will be paid a minimum of four hours pay for each engagement.
- 12.7 For the sake of clarity, a casual employee is not entitled to:
- 12.7.1 annual leave;
 - 12.7.2 paid personal leave;
 - 12.7.3 paid compassionate leave;

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12.7.4 paid sick leave; and

12.7.5 redundancy.

13. ANNUAL LEAVE

13.1 Annual leave as provided for in the NES.

14. ANNUAL LEAVE LOADING

14.1 In addition to their ordinary pay, an employee entitled to annual leave, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.

15. PUBLIC HOLIDAYS

15.1 Entitlements in regards to public holidays are provided for in the NES.

15.2 Where a public holiday falls on a rostered day off of a full-time employee, the full-time employee is entitled to an additional day's leave of 7.6 hours.

16. LONG SERVICE LEAVE

16.1

16.1.1 Each employee shall be entitled to two months long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

16.1.2 Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years' service are terminated by the employer or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

16.2 Service shall not include any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;

16.3 An employee with an entitlement to long service leave, may elect to access their entitlement on full pay, half pay, or double pay.



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16.4 When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:

16.4.1 for each period of long service leave taken on full pay – the number of days so taken,

16.4.2 for each period of long service leave taken on half pay – half the number of days so taken,

16.4.3 for each period of long service leave taken on double pay – twice the number of days so taken.

This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

16.5 When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:

16.5.1 for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.

16.5.2 for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.

16.5.3 for each period of long service leave taken on half pay – annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.

16.5.4 This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.

16.6 If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.

16.7 Long service leave shall be taken at a time mutually arranged between the employer and employee.

16.8

16.8.1 On the termination of employment of an employee otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination.

16.8.2 Where a worker dies and any long service leave to which the worker was entitled has not been taken, or accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of the long service leave less any amount already paid to the worker in respect of that leave.

17. PERSONAL/CARERS AND COMPASSIONATE LEAVE

17.1 Personal/carer's leave will apply in accordance with the NES.

17.2 Compassionate leave will apply in accordance with the NES.



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18. FAMILY AND COMMUNITY LEAVE

- 18.1 Family and Community Services ('FACS') Leave is a separate, stand alone entitlement.
- 18.2 FACS Leave is available to all part time and full time employees covered by this Agreement in accordance with this clause.
- 18.3 For the purpose of this clause relating to FACS Leave: "Family" means a child (including adopted, stepchild, or from a previous relationship), spouse (including dependant and de-facto spouse), parent, grandparent, grandchild and sibling (including spouse's parent, grandparent, grandchild or sibling). "Household" means a group of people living in a domestic dwelling.
- 18.4 The Chief Executive Officer shall grant FACS Leave to an employee:
- 18.4.1 to provide care and/or support for sick members of the employee's relatives or household; or
 - 18.4.2 for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - 18.4.3 for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; or
 - 18.4.4 in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
 - 18.4.5 An employee should not to be granted leave for attendance at court to answer a criminal charge unless the grant of leave is approved in the particular case. Applications for leave to attend court for reasons other than criminal charges are to be assessed on an individual basis.
- 18.5 The maximum amount of FACS Leave on full pay that shall be granted to an employee is 3 working days during the first year of service, and thereafter 6 working days in any period of 2 years.
- 18.5.1 For the purposes of calculating this entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
- 18.6 FACS Leave is available to part-time employees on a pro rata basis.
- 18.7 Use of other leave entitlements:
- 18.7.1 The Chief Executive Officer may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.
 - 18.7.2 An employee may elect, with the consent of the employer, to access any available leave, for example annual leave; long service leave; personal/carer's leave; time off in lieu or leave without pay.

19. TERMINATION OF EMPLOYMENT



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19.1 An employee's employment can be terminated by either party giving notice as follows:

Period of continuous service	Minimum notice period
Less than 1 year	1 week
1-3 years	2 weeks
3-5 years	3 weeks
over 5 years	4 weeks

19.2 An employee is entitled to an additional week of notice if they are over 45 years of age and have worked for the Foundation for at least 2 years.

19.3 Job search entitlement

Where the Foundation has given notice of termination to an employee, an employee may be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Foundation.

20. DISPUTES

20.1 A dispute may be about any matter but must be relevant to the workplace.

20.2 Where a dispute arises an attempt will be made at first instance to resolve the matter at staff level. Mechanisms for mediation may include joint meetings, individual meetings, and negotiation with both parties and/or discussion at staff meetings.

20.3 If the matter is not resolved within a reasonable time it must be referred to the CEO who will attempt to mediate the dispute. Discussions at this level must take place and be concluded within two (2) working days of referral or such extended period as may be agreed between the parties concerned.

20.4 If the dispute is not resolved within the Foundation, and if it is agreed between the parties, the dispute may be submitted to a committee consisting of not more than four members with equal representation between the Foundation and the Association (**Committee**). The Committee will have the power to investigate all matters in dispute and to report to the Foundation and the Association respectively with such recommendations as it thinks appropriate.

20.5 If a dispute is unable to be resolved at the workplace after all appropriate steps under clauses 20.2 to 20.4 have been taken, a party to the dispute may refer the matter to the Fair Work Commission. The parties agree that the Fair Work Commission shall have the power to do all such things as are necessary for the resolution of the dispute including mediation, conciliation and arbitration.

20.6 The Employer or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

21. REDUNDANCY

21.1 Redundancy will occur where the employer has made a definite decision that it no longer



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requires the job the employee has been doing to be done by anyone and that decision will lead to termination.

21.2 Severance pay

In addition to the period of notice prescribed for in Clause 19 - Termination of Employment, an employee whose employment is terminated for reasons set out in sub clause 21.1 shall be paid 3 weeks per year of service up to a total of 39 weeks, with pro-rata payments for incomplete years of service rounded up on a quarterly basis.

21.3 Definition of Weeks Pay

"Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-agreement payments, shift and weekend penalties and allowances paid in accordance with the agreement.

21.4 Transfer to Lower Paid Duties

If an employee is offered and accepts a transfer to lower paid duties for reasons set out in 21.1 and 21.2, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

21.5 Time Off during the Notice Period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

21.6 Employee Leaving during the Notice Period

An employee whose employment is terminated for reasons set out in paragraph 25.1 may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

22. SALARY PACKAGING

22.1 The terms and conditions of salary packaging, overall will not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement and will be subject to the following:

22.1.1 the structure of any package complies with taxation and other relevant laws;

22.1.2 the employee's classification level and the current salary payable will be confirmed in writing;

22.1.3 the employee will be advised of his/ her right to choose payment of that salary referred to in paragraph above instead of a remuneration package;



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22.1.4 a copy of the agreement will be made available to the employee;

22.1.5 the employee will be entitled to inspect details of the payments made under the terms of this agreement;

22.1.6 the configuration of the remuneration package will remain in force for the period agreed between the employee and the Foundation;

22.1.7 in the event that the Foundation ceases to attract exemption from payment of Fringe Benefits Tax, the Foundation may terminate all salary arrangements and the employee's salary will revert to that specified in paragraph 22.1.2 above;

22.1.8 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 Foundation and/or the employee will give three months' notice of the proposed change;

22.1.9 in the event that the employee ceases to be employed by the Foundation this agreement will cease to apply as at the date of termination and all leave entitlements due on termination will be paid at the rates in accordance with paragraph 22.1.2 above.

23. ANTI-DISCRIMINATION

23.1 As per relevant state and federal anti-discrimination laws.

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SIGNATORIES

Executed by HAYMARKET FOUNDATION LIMITED ACN 001 397 986 in accordance with s 127(1) of the Corporations Act 2001:



Signature of Director/Chair

Kevin Richard Rozzoli

Print full name

Brett Holmes

Brett Howard Holmes
General Secretary
New South Wales Nurses and
Midwives' Association; and

Branch Secretary
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
New South Wales Nurses and
Midwives' Association, and;

President
Australian Nursing Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.

ATTACHMENT 1: CLASSIFICATIONS

Registered Nurse

Level 1

A Registered Nurse – Level 1:

- a) holds all qualifications required for working in the Foundation's practice; and
- b) is appointed as such by a selection process.
- c) is required to perform duties delegated by the Nurse Unit Manager or a nurse of higher level classification.

The duties of a Registered Nurse – Level 1 will substantially include, but are not confined to:

- a) assisting in the management of projects, and participating in quality assurance programs and policy development within the practice setting.

Level 2

A Registered Nurse – Level 2:

- a) holds all qualification required for working in the Foundations practice; and
- b) is appointed as such by a selection process.

An employee at this level may be asked to perform the following duties

- a) client education;
- b) participating in policy development and implementation;
- c) acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- d) delivering direct and comprehensive nursing care to Foundation clients;

Clinical Nurse Specialist

A Clinical Nurse Specialist

Registered Nurse – Level 3:

- a) in addition to the qualifications required for Nurse – Level 2, a Clinic Nurse Specialist other advanced qualifications relevant for working in the Foundation's practice; and
- b) is appointed as such by a selection process.

In addition to the duties of a Nurse – Level 2, a Clinical Nurse Specialist may be asked to perform the following duties:

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- a) provision of appropriate education programs;
- b) contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- c) contributing to the development, implementation and evaluation of patterns of patient care;
- d) contributing to clinical operational planning and decision making; and
- e) being accountable for appropriate clinical standards, through quality assurance programs.

Nurse Unit Manager:

A Nurse Unit Manager:

- a) holds all qualification required for working in the Foundation's practice; and
- b) is appointed as such by a selection process

In addition to the duties of Nurse – Level 3, a Nurse Unit Manager will perform the following duties:

- a) providing leadership and role modelling, particularly in the areas of quality assurance programs;
- b) assist in the selection of staff, in conjunction with the Foundation CEO or other persons delegated to such a role by the Foundation CEO;
- c) staff education and occupational health;
- d) being accountable for the standards of nursing care for the Clinic and for coordination of the Clinic;
- e) providing leadership, direction and management of the Clinic in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Foundation's board of directors;
- f) advise on the budget of the Clinic;
- g) initiation and evaluation of research related to requirements of the Foundation's practice;
- h) acting as a consultant on request in the employee's own area of proficiency for the purpose of facilitating the provision of quality nursing care;
- i) participating in policy development and implementation;
- j) ensuring that the Clinic meets the changing needs of clients through proper strategic planning; and
- k) complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Classification Definitions

The Foundation must advise its employees in writing of their classification upon commencement and of any subsequent changes to their classification.

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ATTACHMENT 2: RATES OF PAY

Classification	Weekly Pay Rate 1 July 2014	Weekly Pay Rate 1 July 2015	Weekly Pay Rate 1 July 2016
Nurse			
Registered Nurse Level 1	\$1,526.60	\$1,564.77	\$1,603.88
Registered Nurse Level 2	\$1,557.65	\$1,596.59	\$1,636.51
Clinical Nurse Specialist			
Clinical Nurse Specialist	\$1,588.70	\$1,628.42	\$1,669.13
Nurse Unit Manager			
Nurse Unit Manager	\$2,005.90	\$2,056.05	\$2,107.45