

What's new for Healthscope nurses and midwives? New clauses in your proposed Agreement

“40. Nursing and Midwifery Workloads

- (i) The employer is 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 and midwives.
- (ii) The parties agree that existing flexibility in respect of staffing will be maintained. The current practice of staffing based on collaboration between Nursing and Midwifery Administration and Ward/unit management will continue on a shift basis, taking into account factors that may include, but are not limited to:
 - occupancy,
 - patient acuity,
 - skill mix and specialisation,
 - geography and facility layout,
 - health and safety,
 - professional nursing and midwifery standards,
 - completion of mandatory training and
 - the employer's operational needs.
- (iii) Healthscope will endeavour to ensure that unexpected admissions do not prohibit the delivery of good nursing and midwifery care.
- (iv) Workload matters may be included on the agenda of a ward/unit meeting.
- (v) Should any nurse or midwife in any one ward or unit feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their nurse/midwife manager.
- (vi) The nurse/midwife manager shall investigate any issue that is raised within 48 hours and, with best endeavours, will also provide a response to the issues within 48 hours.
- (vii) 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.
- (viii) The employee may be represented by their workplace representatives.
- (ix) If the matter is not settled with a reasonable period of time, subclauses (iii) – (vii) of Clause 39 Resolution of Disputes will apply. However, a matter cannot be referred to the Fair Work Commission until the General Secretary of the NSWNMA and Healthscope's NSW/ACT State Manager have met to discuss the matter.
- (x) In determining workloads the employer is entitled to take into account the needs of the workplace including patient care and the need to roster employees at short notice in accordance with subclause (vi) of Clause 8, Rosters of this Agreement.”

“31. Anti-Bullying

Healthscope aims to provide a workplace free of bullying and other inappropriate workplace behaviour. Where an employee encounters what they deem inappropriate workplace behaviour, they are encouraged to address this conduct through (1) appropriate personal feedback to the person(s) concerned and/or (2) by discussing this matter with relevant management personnel. Nothing in this Agreement prevents an employee from seeking support from any relevant jurisdiction or from engaging the NSWNMA or another representative.”

“29. Family Violence Leave

- (i) For the purpose of this clause, family violence is defined as violent or threatening behaviour (including physical, sexual, emotional, psychological or financial abuse) directed towards an employee by a member of the person's immediate family or household that causes the employee physical or psychological harm that has been reported to the police and/or may be the subject of an Apprehended Violence Order.
- (ii) An employee experiencing family and domestic violence will have access to up to five (5) days per year of paid leave to attend legal proceedings, counselling, appointments with a medical or legal practitioner and relocation and safety activities directly associated with alleviating the effects of family and domestic violence. This leave entitlement is non-cumulative from year to year.
- (iii) Upon exhaustion of the paid leave entitlement, an employee may request further periods of unpaid leave, for the same activities for which paid leave would be available.
- (iv) To access paid and unpaid leave, where requested, the employee will provide the employer with evidence, to the employer's satisfaction, substantiating the purpose(s) of the leave and that the leave is related to alleviating the effects of family violence. Whilst an employer may accept a variety of evidence in support of an application for leave, if requested by the employer, the evidence shall constitute an Apprehended Violence Order or Police Report.

In collecting evidence in support of a leave application, to protect privacy, it will be sufficient for the Employer to source evidence establishing the definition of family violence. It will therefore generally be unnecessary to access significant detail related to the precise circumstances of the family violence.

- (v) Matters related to family violence can be sensitive matters and therefore, information collected by an employer associated with accessing leave will be managed in a sensitive manner. Employees encountering circumstances of family violence are also encouraged to discuss other ways where the employer may be able to assist them.”

“44. Sabbatical Leave

An employee with 5 or more years' service may request a period of unpaid sabbatical leave. Unless agreed otherwise, an employee's request should be made six or months in advance and should state the proposed duration and commencement date of the leave. Once a request has been made, Healthscope will consider the request and respond promptly. All requests for unpaid sabbatical leave will be considered subject to operational needs.”

“20. Pay

- (vi) In the event that a payroll error arises, then an employee is encouraged to raise the matter promptly with their line manager. If the matter cannot be resolved promptly with the employee's line manager then the employee may refer the matter to more senior personnel within the Hospital. Nothing in this process would prevent an employee from addressing their concerns through the process outlined in Clause 39 – Resolution of Disputes and/or from seeking the support of the NSWNMA or another representative. Healthscope will endeavour to respond to pay queries in a prompt manner.”