



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Family Planning NSW**  
(AG2020/860)

## **FAMILY PLANNING NSW AND NSW NURSES AND MIDWIVES’ ASSOCIATION NURSES AND MIDWIVES’ ENTERPRISE AGREEMENT 2020**

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 1 MAY 2020

*Application for approval of the Family Planning NSW and NSW Nurses and Midwives’  
Association Nurses and Midwives’ Enterprise Agreement 2020.*

[1] An application has been made for approval of an enterprise agreement known as the *Family Planning NSW and NSW Nurses and Midwives’ Association Nurses and Midwives’ Enterprise Agreement 2020 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 8 May 2020. The nominal expiry date of the Agreement is 30 June 2022.



DEPUTY PRESIDENT

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**  
AG2020/860

**Applicant:**  
Family Planning NSW

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, David Horspool, Director of Human Resources and Corporate Services for Family Planning NSW give the following undertakings with respect to the Family Planning NSW and NSW Nurses and Midwives' Association / ANMF – NSW Branch Nurses and Midwives, Enterprise Agreement ("the Agreement"):

1. I have the authority given to me by Family Planning NSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. Family Planning NSW undertakes to ensure that no employee is employed in a grading or salary rate less than an Assistant in Nursing Year 2.
3. Family Planning NSW undertakes to pay overtime on Saturdays at a rate of 150% for the first two hours and 200% thereafter.
4. Family Planning NSW undertakes to pay any outstanding Time in Lieu balance on termination at overtime rates.
5. Family Planning NSW undertakes that it will not require Assistant in Nursing employees to work shifts which would meet the definition of afternoon or night shift under the Nurses Award 2010.
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



\_\_\_\_\_  
**Signature**

29/04/2020

\_\_\_\_\_  
**Date**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



**FAMILY PLANNING NSW AND NSW NURSES AND  
MIDWIVES' ASSOCIATION / ANMF – NSW BRANCH  
NURSES  
AND MIDWIVES' ENTERPRISE AGREEMENT 2020**

**Version Final**

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## **OPERATION OF THE AGREEMENT**

### **1 TITLE OF AGREEMENT**

The Agreement shall be known as the Family Planning NSW and NSW Nurses and Midwives' Association Nurses and Midwives' Enterprise Agreement 2020.

### **2 DATE AND PERIOD OF OPERATION**

This Agreement shall commence operation from the 7th day after the Agreement is approved by Fair Work Commission (FWC) and shall remain in force until 30 June 2022 and thereafter in accordance with the Fair Work Act 2009.

The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

### **3 COVERAGE**

This Agreement shall cover the following:

- (a) Family Planning NSW ("the Employer");
- (b) all Employees of the Employer performing work within the classifications contained in this Agreement.
- (c) Upon application to FWC the New South Wales Nurses and Midwives' Association; and the Australian Nursing and Midwifery Federation NSW Branch.

### **4 ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS**

The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

### **5 THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT (NES)**

The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

Where the NES provides more beneficial provisions than those in the Agreement the NES will apply.

## 6 DEFINITIONS AND INTERPRETATION

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply.

In this Agreement, unless the contrary intention appears:

- a) **"Act"** means the Fair Work Act 2009 (Cth).
- b) **AHPRA** means the Australian Health Practitioner Regulation Agency.
- c) **'Assistant In Nursing'** means a person other than a registered nurse or enrolled nurse employed by Family Planning NSW to assist with the provision of nursing and midwifery care under the supervision and delegation of a Registered Nurse. These duties may include non-clinical tasks.
- d) **"Association"** means the New South Wales Nurses and Midwives' Association; and the Australian Nursing and Midwifery Federation NSW Branch.
- e) **"Board"** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.
- f) **Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1** in Schedule A means a Registered Nurse/Midwife appointed through a recruitment process to a position classified as such, with relevant post registration qualifications in reproductive and sexual health and at least three years full time equivalent years' experience working in the clinical area of this speciality. The Clinical Nurse Specialist will work in a more comprehensive clinical scope than a registered nurse and will be required to act as a clinical lead for less experienced nurses.
- g) **"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2"**: in Schedule A means a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 full time equivalent years' experience working in the clinical area of their specified post-graduate qualification. The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:
  - (1) Exercises extended autonomy of decision making;
  - (2) Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
    - (a) leadership in the development of nursing specialty clinical practice and service delivery; or
    - (b) specialist clinical practice across the service; or



- (c) an authorised extended role within the scope of Registered Nurse/Midwifery practice.
- h) **“Day worker”** means an Employee who works their ordinary hours from Monday to Friday and who work between 8am and 8pm and from 8am to 1pm on Saturdays.
- i) **“FWC”** means Fair Work Commission.
- j) **“Employee”** has the meaning in the Act and means a nurse registered with the Nurses and Midwives’ Board and employed in a nursing position, excluding Director of Clinical Services however called.
- k) **“Employer”** has the meaning in the Act.
- l) **“NES”** means National Employment Standards set out under Chapter 2, Part 2-2 of the Act.
- m) **“Senior Nurse Educator”** means a Registered Nurse appointed to a position classified as such who holds relevant post registration clinical and education qualifications appropriate to this position.  
 A Senior Nurse Educator shall be responsible to the FPNSW Manager Education or Manager, International Projects and will liaise with other health professionals working in Education and / or International. The role includes the planning, development and supervision of courses, workshops and seminars for both Family Planning NSW staff and external course participants.  
 A Senior Nurse Educator role will include working outside normal working hours to deliver education in regional, rural and remote areas of NSW and within overseas projects as required.
- n) **“Nurse Educator”** means a Registered Nurse appointed to a position classified as such who holds relevant post registration clinical and education qualifications appropriate to this position.  
 A Nurse Educator shall be responsible to the Education Manager or Manager, International Projects and Senior Nurse Educator and will liaise with other health professionals working in Education and / or International staff. The role includes the supervision and delivery of courses, workshops and seminars for both Family Planning NSW staff and external course participants.  
 A Nurse Educator role will include working outside normal working hours to deliver education in regional, rural and remote areas of NSW as well as overseas projects as required.

- o) **“FPNSW Nurse Manager Level 1”** - means a Registered Nurse appointed to a position classified as such and is responsible for ensuring the maintenance of high clinical quality standards through establishing and undertaking quality improvement measures; clinical audits; review and development of policies and procedures; and ensuring the effective implementation of those policies and procedures. This role works within a multidisciplinary team to deliver high quality clinical services across a defined geographical area.
- p) **“FPNSW Nurse Manager Level 2”** - means a Registered Nurse appointed to a position classified as such to provide clinical leadership to the nursing professionals in Family Planning NSW and to ensure high quality and professional reproductive and sexual health nursing care and practices throughout the organisation. The role has a clinical aspect and will act as consultant to provide expert advice and direction on clinical practice, clinical education and risk management effectiveness across the organisation.
- q) **“Lecturing”** is the time spent by the Employee addressing a group audience of clinical / professional course participants, face to face, in a classroom environment, for the purpose of instruction. Lecturing does not include preparation, travel, ‘one on one’ or clinical instruction time, time spent on a course while someone else is lecturing, or any time other than that defined in Clause 15 Allowances.
- r) **“Prescribed Course”** is a prescribed series of lectures in a clinical/professional curriculum which has been approved by the Director of Clinical Services however called for payment of the allowance, current prescribed courses being:
- (1) Sexual and Reproductive Health Certificate
  - (2) Well Women’s Screening Course
  - (3) Beyond Well Women’s
  - (4) Clinical updates for external professionals per the above “prescribed course” definition eg. Contraception update, Menopause update.
  - (5) Any additional courses during the term of this Agreement.
- s) **“Prescribed person”** is a nurse employed primarily in a clinical, research or Talkline position, whose primary role is not training or education, who is required to have completed the Sexual and Reproductive Health Certificate.
- t) **“Shiftworker”** means an Employee who is not a dayworker as defined.
- u) **‘International Program’** refers to funded projects in countries other than Australia where Family Planning NSW is undertaking international development.
- v) **“Union”** means the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) The NSWNMA is the commonly recognised reference in NSW.

## 7 CONSULTATION REGARDING CHANGE

- a) This term applies if the employer:
  - i) 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 in the employees; or
  - ii) proposes to introduce change to a regular roster or ordinary hours of work or employees.

### *Major Change*

- b) For a major change referred to in paragraph (a)(i):
  - i) The employer must notify the relevant employees of the decision to introduce the major change; and
  - ii) Subclauses (c) & (d)
- c) The relevant employee may appoint a representative for the purpose of the procedure in this term.
- d) If
  - i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) The employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
- e) As soon as practicable after making its decision, the employer must:
  - i) Discuss with the relevant employees:
    - (1) The introduction of the change
    - (2) The effect the change is likely to have on the employees; and measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - ii) For the purposes of the discussion - provide in writing, to relevant employees;
    - (1) All relevant information about the change including the nature of the change proposed; and
    - (2) Information about the expected effects of the change on the employees; and
    - (3) Any other matters likely to affect the employees.
- f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- i) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- j) In this term, a major change is likely to have a significant effect on employees if it results in:
  - i) the termination of the employment of employees; or
  - ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv) the alteration of hours of work; or
  - v) the need to retrain employees; or
  - vi) the need to relocate employees to another workplace; or
  - vii) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- k) For a change referred to in paragraph (a)(ii):
  - i) the employer must notify the relevant employees of the proposed change; and
  - ii) subclauses (m) to (p) apply.
- l) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- m) If:
  - i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- n) As soon as practicable after proposing to introduce the change, the employer must:

- i) discuss with the relevant employees the introduction of the change; and
- ii) for the purposes of the discussion—provide to the relevant employees:
  - (1) all relevant information about the change, including the nature of the change; and
  - (2) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (3) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- o) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- p) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- q) In this term:  
'relevant employees' means the employees who may be affected by a change referred to in clause 7a (i).

## **8 DISPUTE RESOLUTION**

- a) In the event of a dispute about any matter, under this Agreement, or the NES, or about whether an Employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave) in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- b) If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 8(a) have been taken, a party to the dispute may refer the dispute to FWC.
- c) Unless otherwise stated in this Agreement, the parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

- d) Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- e) An Employer or Employee may appoint another person, which may be a representative from the NSWNMA, for the purposes of the procedures in this term.
- f) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

## **9 AGREEMENT FLEXIBILITY**

- a) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - i) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - iii) the arrangement is genuinely agreed to by the employer and employee.
- b) The employer must ensure that the terms of the individual flexibility arrangement:
  - i) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The employer must ensure that the individual flexibility arrangement:

- i) is in writing; and
  - ii) includes the name of the employer and employee; and
  - iii) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) 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
  - v) states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The employer or employee may terminate the individual flexibility arrangement:
- i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii) if the employer and employee agree in writing — at any time.

## **ENGAGEMENT OF EMPLOYEES**

### **10 CONTRACT OF EMPLOYMENT**

- a) All Employees will be employed either on a permanent, fixed term or casual basis. Permanent and Fixed Term Employees will be employed either as full time or part time.
- i) Upon employment, FPNSW will provide to the Employee a contract of appointment, which stipulates the type of employment and informs them of the terms of employment in relation to:
    - (1) The classification level and salary on commencement of employment.
    - (2) The hours to be worked.
    - (3) A three (3) month probationary period.
    - (4) For a fixed-term appointment the duration of the period.
    - (5) A position description outlining the roles and responsibilities of the position.

b) Full time Employees

- i) The ordinary hours of work will be 38 hours per week, or 8 hours per day exclusive of meal breaks over 19 working days, in order to accrue an allocated day off (ADO) on the 20th day.

c) Part time Employees

- i) Part time Employees will be engaged to work a regular number of hours per week and have reasonably predictable hours of work with a 4 hour minimum engagement. Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. Where the NES provides more beneficial provisions than those in the Agreement the NES will apply.

- ii) A part time Employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and shall receive the conditions of employment on a pro rata basis.

iii) Annual review of part-time hours

- (1) At the request of an Employee, the hours worked by the Employee will be reviewed annually. Where the Employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the Employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment if the increase in hours is as a direct result of an Employee being absent on leave.

- (2) Any adjusted contracted hours resulting from a review, will be reflected in writing.

d) Casual Employees

- i) A casual Employee is engaged intermittently for work of an unexpected or casual nature.
- ii) A casual Employee shall be engaged for a minimum period of two consecutive hours for each period of engagement. Casual engagements will not normally extend beyond 4 weeks, after which time, alternative employment options (eg fixed term or permanent employment) may be considered upon an Employee's request.
- iii) A casual Employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 12, salaries of this Agreement plus twenty five percent (25%).



- iv) With respect to casual Employees the provisions of, Clause 29 Annual Leave, Clause 33 Learning and Development, Clause 34 Study Leave, Clause 35 Leave Without Pay, Clause 38 Community Leave, Clause 40 Termination of Employment and Clause 41 Redundancy, Clause 14 Voluntary Salary Sacrificing and Packaging of Remuneration shall not apply.
  - v) Where a casual Employee works on a shift that attracts overtime, public holiday penalties, those payments will be calculated on the casual loaded rate of pay, as defined by subclause 10 d) iii)
  - vi) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- e) Further casual Employees shall not be entitled to an allocated day off or part thereof as prescribed in Clause 19, Hours of Work.
- f) Fixed Term employment
- i) A fixed term Employee will be engaged for a specific duration to work on either a full-time or part-time basis for the completion of a specifically funded task, to relieve an Employee or to temporarily fill a vacant position.
- g) Casual and Fixed Term Conversion to Permanent Employment
- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a permanent full-time / part-time employee or a fixed term full time/ part-time employee.
  - (b) Casual Conversion
    - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 52 weeks has the right to request conversion to permanent employment:
      - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
      - (B) on a permanent part-time contract where the employee has worked on a permanent part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.

- (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (iii) Casual conversion will not apply where a casual has covered absences of permanent or fixed term staff that are expected to return to work.
- (iv) A fixed term employee engaged on a fixed term contract, may apply for employment as a permanent employee should a permanent full-time or a permanent part-time position become available. Selection will be based on the applicant meeting the selection criteria of the position and being assessed the most qualified applicant through the normal selection process.

## **11 PROBATIONARY EMPLOYMENT**

- a) A probationary period at the commencement of an employment relationship can help an Employee develop skills needed for the specific position. It also allows FPNSW to assess the Employee's potential performance. The probationary period will be the first three (3) months of employment excluding any period of leave during the probation period.
- b) During the probationary period, the Employee's performance and suitability for the position will be assessed and a decision will be made with respect to the Employee's ongoing employment. During the three (3) month probationary period the Employee's services may be terminated with two weeks' notice or payment of two weeks' salary in lieu of notice.

## **CLASSIFICATIONS SALARIES AND ALLOWANCES**

### **12 SALARIES**

- a) The minimum rates of pay shall be as provided for in Table 1 of Schedule A from the commencement of the first full pay period on or after the dates set out therein.
- b) The following wage increases shall apply:
  - i) From the first full pay period on or after 1 July 2019  
All classifications      2.5%
  - ii) From the first full pay period on or after 1 July 2020  
All Classifications                      2.5%
  - iii) From the first full pay period on or after 1 July 2021  
All Classifications                      2.5%

### **13 PAYMENT OF SALARIES**

- a) Wages shall be paid fortnightly and all Employees will be paid by electronic funds transfer. In accordance with the Fair Work Regulations 2009 a pay slip stating the Employer name, the Employee's name, the pay period, the date payment is made, the gross wage, any amount paid as a loading or allowance, deductions and the net amount payable shall be issued. When a wage short fall occurs, payment will be made to the Employee by electronic funds transfer.

### **14 VOLUNTARY SALARY SACRIFICE & PACKAGING OF REMUNERATION**

- a) Employees are advised to seek independent financial advice and counselling prior to undertaking any salary sacrifice or salary packaging arrangements with FPNSW.
- b) Parties agree that Employees may elect to salary package up to the maximum fringe benefits tax exemption cap applicable to FPNSW at the time (\$15, 900 per annum on the commencement date of this Agreement). The salary packaging arrangement will be in accordance with FPNSW 'Salary Packaging' policy and procedures.
- c) The benefits of the clause 14 will be available for both full time and part time Employees, excluding casual Employees.
- d) Employees may elect to sacrifice their salary for superannuation in accordance with clause 46 Superannuation.
- e) Employees may also elect to sacrifice their salary to claim meal entertainment and/or accommodation expenses within the scope of FPNSW salary packaging policy and the Australian Taxation Office rules.
- f) In the unlikely event that FPNSW ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated

and the individual Employee's salary will revert to those specified in Schedule A.

- g) In the event that the Employer proposes to change salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then negotiations with parties who have access to salary packaging through the Enterprise Agreement will occur.

## **15 ALLOWANCES**

- a) All allowances will be indexed in line with wage increases.
- b) A registered nurse, other than FPNSW Manager classifications, who is engaged in clinical instruction and educational duties teaching in the clinical situation, shall be paid an allowance for time spent performing such duties, as set out in Item 1 of Table 2 in Schedule A.
- c) Employees who hold a Family Planning Certificate will be paid an allowance per week which will apply on a pro rata basis for part time Employees as set out in Item 2 of Table 2 in Schedule A.

## **16 LECTURING ALLOWANCE**

- a) The delivery and monitoring of training is a defined responsibility in the position description for a registered nurse and Lecturing is part of the training function.
- b) Employees will be paid their normal hourly rate for preparation, during working hours, travel and lecturing. In addition, in recognition of the expert clinical theory and practice required, Employees will be paid an allowance as set out in Item 3 of Table 2 in Schedule A for Lecturing on a Prescribed Course by a prescribed person as defined in Clause 6 Definitions and Interpretation above.
- c) The allowance will apply as follows:
  - i) To work performed both within and outside normal working hours
  - ii) Travel and preparation time (during working hours) will be paid at ordinary hourly rate and will not attract the lecturing allowance. FPNSW policies regarding hours of work, travel, overtime etc will be applicable
  - iii) Preparation for lecturing shall be done outside of normal working hours. Where applicable payment for additional hours for preparation will be paid as per Clause 22. Preparation for lecturing done outside of normal working hours will require prior management authorisation from the Manager Education.
  - iv) If preparation is done during working hours, the amount of preparation time required for a training presentation is 60 minutes per session/program for a session the presenter has presented before, and up to 2 hours per session/program for sessions being presented by that

presenter for the first time, or for sessions/programs needing substantial revision or re working. Preparation time required prior to a training session needs the prior authorisation of the Manager, Education. Advance notice must be given in order to schedule preparation time into existing work time.

- v) Exclusions: The allowance will not apply to
  - (1) Incumbents of positions whose primary role is educator or trainer, for example Senior Nurse Educator or Nurse Educator (already recognised in a higher grading), appointed after the commencement date of the Family Planning NSW and Nurses' Association Nurses' Enterprise Agreement 2007.
  - (2) Preparation and travel time.
- vi) Co-presenting is an established practice in some FPNSW nurses courses. In these cases of shared lecturing throughout a session/program, both presenters are paid the lecturing allowance for the full time of the session.
- vii) All presenters will be given the opportunity to debrief after a training sessions/program. Maximum debrief time will be 30 minutes. The debrief shall be scheduled at a time convenient to all parties.
- viii) FPNSW will provide the Certificate IV course in paid time during working hours where the Employer requires the Employee undertake the course.

## **17 GRADING OF FPNSW MANAGER CLASSIFICATION**

- a) A registered nurse eligible to be graded as a FPNSW Manager classification will be appointed to an appropriate level of the FPNSW Manager scale dependent on the requirements of the position.
- b) Progression to another level of FPNSW Manager scale will be dependent on assessment of the role and/or individual performance, and requires approval of the Chief Executive Officer FPNSW.

## **18 HIGHER DUTIES**

- a) An Employee who temporarily acts in a position which is classified at a higher level than their own position, for three (3) consecutive working days or more, will be paid an allowance equal to the difference between the minimum salary of the higher classified position and their own position.
- b) An Employee will be entitled to be paid a full higher duties allowance unless it is specified at the time that they have only been appointed to perform part of the duties of the higher classified position, in which case a lesser amount will be paid.

## HOURS OF WORK

### 19 HOURS OF WORK

- a) Subject to the requirements of FPNSW, hours of work will be within the span of hours 8.00am-8.00pm Monday to Friday and between 8am and 1pm on Saturdays.
- b) The ordinary hours of work will be 38 hours per week, or 8 hours per day exclusive of meal breaks over 19 working days, in order to accrue an allocated day off (ADO) on the 20th day.
- c) FPNSW Manager classifications are expected to be available during "business hours" (i.e. 8.30am – 5.00pm) under normal circumstances, and from time to time, organisational needs may require their attention outside of these hours.
- d) Weekend Work  
Except for FPNSW Manager classifications, Employees who are required to work;
  - i) on Saturdays will be paid time at the rate of time and a half,
  - ii) on Sundays will be paid at the rate of double time.
- e) Rosters

The ordinary hours of work for each employee will be displayed on a fortnightly roster which can be accessed electronically by employees.

The roster will be posted at least two weeks before the commencement of the roster period.

Seven days notice will be given of a change in roster. However a roster may be altered at any time by mutual agreement to enable the functions of the organisation to be carried on where another employee is absent from duty pursuant to clause 30 Personal/Carers Leave, clause 38 Community Leave and clause 39 Family Violence leave provisions.

Unless the employer otherwise agrees, an employee desiring a roster change must give 14 days' notice except when the employee is ill or in an emergency.

- f) Rest Break Between Shifts

Employees will be entitled to an unpaid rest break of no less than 10 hours between shifts.

### 20 ALLOCATED DAYS OFF

- a) Full time Employees who work 8 hours per day over a 19 day month are entitled to an allocated day off (ADO) on the 20th day. Neither Annual or Long Service Leave days count towards the accrual of an ADO.
- b) The Employee's ADO prescribed above shall be determined by mutual Agreement between the Employee and FPNSW having regard to the service requirements of FPNSW.

- c) ADOs may be accrued up to a total of five (5) days, subject to the service requirements of FPNSW.
- d) Where practicable, an ADO can be taken adjoining an Employee's rostered day(s) off.

## **21 LABOUR FLEXIBILITY**

- a) By giving one month's notice to an Employee who works in a specific location FPNSW may request that an Employee work in any area within the organisation commensurate with their skill level. Such a request must be reasonable and not cause the Employee any undue hardship.

## **22 OVERTIME**

- a) All time worked in excess of the ordinary hours must be authorised by a manager prior to the time the work is carried out.
- b) Overtime will be paid at the rate of time and one half for the first two hours in each day and double time thereafter. These provisions will apply to any time worked in excess of 38 hours in any one week or 8 hours in one day. By way of explanation, to accrue an ADO, a full time Employee must work over a four (4) week cycle forty (40), forty (40), forty (40) and thirty two (32) hours per week.
- c) All work performed by full time or part time Employees on Saturday will be paid at the rate of time and one-half and Sunday paid at the rate of double time.
- d) This clause shall not apply to FPNSW Manager classifications, (except existing Employees employed and appointed to a FPNSW Manager level prior to 1 October 2000.

## **23 TIME IN LIEU OF OVERTIME**

- a) An Employee who works a minimum of one (1) hour overtime may elect and cannot be compelled to take paid time off work in lieu of payment of such overtime. Time in lieu will accrue and be paid at the Employees ordinary hourly rate and not at applicable overtime rates.
- b) Accrued time in lieu must be rostered by the Employee's Manager within six (6) pay periods after the expiry of the pay period in which it was accrued. If it cannot be rostered within that time period, payment will be made to the Employee of the additional hours worked as overtime.
- c) The maximum time in lieu time that can be accrued shall be equivalent to the hours worked for one week.
- d) The maximum time in lieu that may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

## **24 MEAL AND REST BREAKS**

- a) The Employer shall put into place protocols to ensure that all Employees have the opportunity to have their meal breaks.

- b) An Employee, during each ordinary shift (ie. each eight hour allocated ordinary shift) shall have:
  - i) One interval of twenty minutes (in addition to a meal break) for light refreshments. Such interval shall count as working time and shall be paid as such.
  - ii) Each Employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Such meal breaks shall be unpaid.

## **25 LACTATION BREAKS**

- a) This clause applies to Employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- b) A permanent Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- c) A part-time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- d) A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and the Employer provided the total lactation break time entitlement is not exceeded.
- e) The Employer shall provide access to suitable and hygienic facilities including a private space with comfortable seating for the purpose of breastfeeding or expressing milk.

## **26 REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS**

- a) Requests for Flexible Working Arrangements are provided for in the NES.
- b) An Employee who is a parent, or has responsibility for the care, of a child may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:
  - i) are a parent or guardian of a child who is school age or younger
  - ii) are a carer (as defined in the Carer Recognition Act 2010)
  - iii) have a disability
  - iv) are 55 or older
  - v) are experiencing family or domestic violence
  - vi) are caring for or supporting an immediate family or household member who requires care or support because of family or domestic violence.



- c) The Employee is not entitled to make the request unless:
  - i) For an Employee other than a casual Employee—the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- d) For a casual Employee—the Employee:
  - i) Is a long term casual Employee of the Employer immediately before making the request; and
  - ii) Has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
  - iii) The request must:
    - (1) be in writing; and
    - (2) set out details of the change sought and of the reasons for the change.
  - iv) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

## **27 OFFICIAL TRAVEL**

- a) All travel between work locations on official business will where possible, be conducted during ordinary time. Employees will be given reasonable notice for all business travel undertaken domestically and internationally. Authorised business travel undertaken outside the Employee's normal working hours will be considered additional hours or overtime where applicable. Employees who undertake authorised business travel will be eligible for compensation where applicable according to Family Planning NSW's travel policy and procedures, including reimbursement for authorised use of their own vehicle where that vehicle is comprehensively insured, and an accommodation and meal allowance payable on a per diem basis in accordance with the Taxation Office determination on maximum meal and accommodation allowances allowed.

## **28 TRAVEL AND BREAK ARRANGEMENTS FOR EMPLOYEES UNDERTAKING WORK IN INTERNATIONAL DEVELOPMENT PROGRAMS.**

- a) Special Arrangement for International Development Trips
  - i) When working overseas, employees eligible to accrue an ADO will work a maximum 8-hour day for 5 consecutive days (40 hours per week). All employees who are not eligible to accrue an ADO will work a maximum 7.6 hours per day (up to 38 hours per week).
  - ii) These hours will be averaged over 5 consecutive days. Hours in excess of full time hours can be claimed as overtime or accrued as time in lieu, if approved in advance of being worked.

- iii) The arrangements identified in this clause are required to be taken into account and confirmed during the planning phase of the trip.
- b) Travel
  - i) Where possible travel should be undertaken in working hours.
  - ii) For any travel in excess of 13 hours from starting point to destination, the employee will be required to take the equivalent to one additional paid leave at ordinary hours as a recovery day.
  - iii) The starting point is defined as 2 hours prior to the scheduled flight departure time.
  - iv) The destination for this clause is defined as the time the employee has reached their destination hotel or home in the case of the return trip.
  - v) The recovery day can be taken during the trip in-country or immediately on return.
  - vi) Recovery days cannot be accrued as time in lieu or paid as overtime.
- c) The arrangements identified in this clause are required to be taken into account during the planning phase of the trip.
- d) Travel on a Weekend
  - i) Travel on weekends for International Development work should be avoided where possible.
  - ii) All Weekend travel must be approved prior to the travel being undertaken.
  - iii) Any employee who is required to travel overseas for international development work and required to travel on the week end in excess of their normal 38 hours per week may elect to be:
    - (1) paid overtime if the weekend travel in in excess of their normal 38 hour week; or
    - (2) accrue one day time in lieu at normal time.
  - iv) Any employee who is required to travel overseas for international development work as a part of the normal working week be:
    - (1) paid the ordinary rate applicable for that day.
- e) Recognition for working Away from home
  - i) To recognise the extended amount of time spent away from home, involved International Development work, employees will accrue additional Annual Leave days to a maximum of 5 days, for the number of Sundays in any twelve-month period in which the employee is required to be overseas. The leave will accrue at the following rate;
    - (1) From 4 to 10 Sundays away from home will accrue a max 1 day or 7.6 hours of Annual leave.

- (2) From 11 to 17 Sundays away from home will accrue an additional 1 day or 7.6 hours of Annual leave.
- (3) From 18 to 24 Sundays away from home will accrue an additional 1 day or 7.6 hours of Annual leave
- (4) From 25 to 31 Sundays away from home will accrue an additional 1 day or 7.6 hours of Annual leave.
- (5) 32 or more Sundays away from home will accrue an additional 5 days or 38 hours of Annual Leave

## LEAVE

### 29 ANNUAL LEAVE

- a) Annual leave is provided for in the NES.
- b) The purpose of annual leave is to provide a period of paid leave during which Employees can have a sustained break from work. FPNSW encourages its Employees to take their annual leave within the year it falls due.
- c) Eligibility
  - i) Annual leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
  - ii) All FPNSW Employees (except casual Employees) are eligible for annual leave on the basis of hours worked, up to the maximum entitlement available for the leave.
- d) Entitlement
  - i) Full time Employees – four weeks annual leave.
  - ii) Part time Employees – four weeks annual leave on a pro rata basis
  - iii) Shiftworkers - six weeks annual leave
  - iv) For the purposes of this clause, a Shiftworker is an Employee who is not a Dayworker as defined in clause 6(d).
- e) Taking paid annual leave
  - i) Paid annual leave may be taken for a period agreed between an Employee and his or her Employer.
  - ii) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- f) Leave loading
  - i) An Employee will be paid an annual leave loading calculated at 17.5% of gross wages for four weeks annual leave per annum at the time the annual leave is taken or cashed out, for the period of the leave taken or cashed out.
- g) Cashing out of Annual Leave
  - i) Annual leave credited to an Employee may be cashed out, subject to the following conditions:
  - ii) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
  - iii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and

- iv) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- h) In addition to the leave prescribed by subclause 29.1 (a) of this clause, Day Worker Employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:
  - i) Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes -
 

4 to 10	1 day's additional annual leave
11 to 17	2 day's additional annual leave
18 to 24	3 day's additional annual leave
25 to 31	4 day's additional annual leave
32 or more	5 day's additional annual leave

provided that an Employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of their additional leave entitlement in lieu of taking the additional leave. Such election is to be made in writing by the Employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

### **30 PERSONAL / CARERS LEAVE**

- a) Personal/Carers leave is provided for in the NES.
  - i) An Employee's entitlement to paid personal/carer's leave accrues in accordance with the NES. The NES currently prescribes 10 days of paid personal/carer's leave for each year of service with his/her employer.
  - ii) Upon application the CEO may grant additional paid leave on a discretionary basis.
  - iii) An Employee shall not be entitled to personal/ carers leave on full pay for any period in respect of which such Employee is entitled to workers' compensation; provided, however, that an Employer shall pay to an Employee who has personal / carers leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. The Employee's personal / carers leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.
  - iv) If an Employee produces evidence of being sick for a period of one week or more during an absence on annual leave, FPNSW will re credit the Employee with an equivalent period of annual leave and debit their personal / carers leave entitlement.
  - v) All periods of sickness shall be certified by a medical certificate from the Employee's registered health practitioner or statutory declaration, or such other evidence that would satisfy a reasonable person that the

Employee was unfit for the reason of personal sick leave or carers leave. The Employer may dispense with the requirements of a medical certificate or statutory declaration when the absence does not exceed two consecutive days or where, in the Employer's opinion, the circumstances are such as not to warrant such requirement.

- vi) Each Employee shall notify her/his Employer of an absence from work due to illness or injury prior to the commencement of her/his rostered shift or as soon as practicable thereafter and shall, as far as possible, inform the Employer of the estimated duration of the absence.
- vii) The Employer shall not change the rostered hours of work of an Employee fixed by the roster or rosters applicable to the 14 days immediately following the commencement of personal/carers leave merely by reason of the fact that she or he is on personal / carers leave.
- viii) For the purpose of this clause, "service" means service in the employment of an Employer.
- ix) For the purpose of this clause, continuity of service in the employment shall not be broken by:
  - (1) paid absences from such employment on account of illness.
- b) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (e), who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- c) The Employee shall, if required, establish, by giving the Employer evidence that would satisfy a reasonable person which may include production of a medical certificate from an Employee's registered health practitioner or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- d) The entitlement to use personal leave in accordance with this subclause is subject to:
  - i) the Employee being responsible for the care and support of the person concerned; and
  - ii) the person concerned being:
    - (1) a spouse of the Employee; or
    - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse or de facto partner of the Employee; or
  - (4) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
  - (5) a relative of the Employee who is a member of the same household where, for the purposes of this subparagraph:
  - (6) relative means a person related by blood, marriage or affinity;
    - affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - household means a family group living in the same domestic dwelling.
- e) An Employee shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- f) Unpaid Carers Leave
- i) An Employee, including casual Employees, shall be entitled to up to two days unpaid carers leave per occasion in accordance with the Fair Work Act 2009.
  - ii) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

### **31 COMPASSIONATE LEAVE**

- a) Compassionate leave is provided for in the NES.
- b) The provisions of subclauses (a) to (d) in Clause 31 apply to full-time and part-time Employees but do not apply to casual Employees.
  - i) The Employee is entitled to two (2) days paid compassionate leave per occasion on the death or serious illness or injury of a member of their immediate family or household or prevention from reporting for duty to

fire, flood etc . Proof that would satisfy a reasonable person of such death or serious illness or injury shall be furnished by the Employee to the Employer. Upon application the CEO may grant additional paid leave on a discretionary basis.

- c) For the purposes of this clause “immediate family” includes:
  - i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse or same sex partner) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis although not legally married; and
  - ii) a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee, or of the Employee’s current or former spouse.
  - iii) This sub-clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- d) Bereavement entitlements for casual Employees
  - i) Subject to the evidentiary and notice requirements prescribed in the Fair Work Act 2009 casual Employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 30(c) above.
  - ii) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
  - iii) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual Employee are otherwise not affected.



### **32 PUBLIC HOLIDAYS**

- a) Public holidays are provided for in the NES. This clause contains additional provisions. An Employee normally allocated to work will be entitled to holidays on the following days without deduction of pay:
- i) New Year's Day
  - ii) Australia Day
  - iii) Good Friday
  - iv) Easter Saturday
  - v) Easter Sunday
  - vi) Easter Monday
  - vii) Anzac Day
  - viii) Queen's Birthday
  - ix) Labour Day
  - x) Christmas Day
  - xi) Boxing Day
  - xii) or any such holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday.
- b) An additional day's holiday will be taken in each twelve months of employment on New Year's Eve, or if such falls on a weekend, the last working day immediately prior to that day. This additional day's holiday will be the Annual Picnic Day.
- c) When a public holiday is observed on an Employee's working day, during a period of annual leave, or sick leave, the Employee will be granted an additional day's leave, without loss of pay.
- d) The service is not open on public holidays. In the event this changes the Employer will consult in accordance with Clause 7, Consultation Regarding Change. The Employer agrees that a 250% loading would apply to all work performed on public holidays.

### **33 LEARNING AND DEVELOPMENT LEAVE**

- a) FPNSW actively encourages the participation of all Employees in continuing education, learning and development activities to increase their knowledge and skills relevant to their role in the organisation. The commitment of FPNSW to the continuing education, learning and development of all Employees aims to:
- i) provide Employees with the necessary skills to meet current and future job demands;
  - ii) improve the quality of FPNSW services;
  - iii) maintain and improve professional standards and skills;

- iv) build the capacity of FPNSW Employees to fulfil the strategic goals of the organisation.
- b) Eligibility
  - i) An Employee (other than a casual) is eligible for Learning and Development leave.
- c) Entitlement
  - i) Full Time Employees are allocated five (5) working days per annum accruable up to two years for approved Employee's development activities. (equivalent pro rata for part time Employees)
- d) Application
  - i) Employee development applications are assessed by management in consultation with the Employee, according to FPNSW policy and procedures, on the basis of Employee development plans and training record, organisational priorities, internal relativities and equity principles, abstract submissions and budget considerations. Where necessary consultation will occur with a wider group of Employees about the relevance of such application.
  - ii) In assessing such applications management will consider the Continuing Professional Development requirements of the Nursing and Midwifery Board of Australia. Registered nurses will be provided access to training which may involve any combination of the following and must be authorised by Management:
    - (1) Writing or reviewing nursing educational materials;
    - (2) Presenting at or attending workplace education sessions;
    - (3) Attendance or presentation at external conferences, lectures, seminars or professional meetings;
    - (4) Undertaking relevant online or face to face undergraduate or post graduate studies which are relevant to their clinical practice.

### **34 STUDY LEAVE**

- a) Study Leave
  - i) Study leave is designed to assist Employees to undertake relevant study, which is both advantageous to the Employee and to FPNSW.
  - ii) Study leave provides an opportunity that is equally accessible to all eligible Employees to improve their educational qualifications.
- b) Eligibility
  - i) All full time, part time and fixed term Employees with twelve (12) months service are eligible for study leave. Casual Employees are not eligible for study leave.
  - ii) The course must be relevant to an Employee's work and be undertaken through an accredited educational institution.

c) Entitlement

- i) Employees can apply for up to four (4) hours per week paid study leave for a full time Employee and pro rata for a part time Employee.
- ii) The maximum leave which can be taken in any twelve (12) month period shall be calculated on the basis of four hours multiplied by the number of weeks per semester or term in the academic year for the course in which the Employee is enrolled.

d) Application

- i) The requirements of the Employee's position with FPNSW including the necessity to be at work on specific days or times and availability of relief Employees shall be taken into account in consideration of the application.

### **35 LEAVE WITHOUT PAY**

a) Eligibility

- i) All FPNSW Employees (except casual Employees) are eligible to apply for leave without pay, where they have completed 12 months continuous service. Leave may be granted at the discretion of FPNSW.
- ii) Leave without pay may not be available if an Employee has accrued annual leave or long service leave.
- iii) Leave without pay will not break the continuity of service, but will not count as service for the purposes of accrual of entitlements or incremental increases.

b) Application

- i) Leave without pay must be approved by the Chief Executive Officer, in consultation with the relevant manager.

### **36 LONG SERVICE LEAVE**

a) Eligibility

- i) All FPNSW Employees are eligible for long service leave on the basis of hours worked, in accordance with the NSW Long Service Leave Act 1955 and the provisions of this Agreement.

b) Entitlement

- i) Full-time Employees are entitled to two (2) calendar months on the completion of ten years service. Part time Employees are entitled to pro-rata accrual of the full time rate.
- ii) Existing Employees employed prior to 11 April 2007 will, after the initial ten years' service, accrue long service leave at the rate of two (2) weeks for each completed year of service and pro-rata for less than a completed year of service.

- iii) Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.
- iv) For Employees who commenced employment on or after 11 April 2007 long service leave will accrue and be payable according to the NSW Long Service Leave Act, 1955.

### **37 PARENTAL LEAVE**

- a) Parental leave is provided for in the NES. This clause contains additional provisions.
- b) The Basic Entitlement
  - i) After 12 months continuous service parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
  - ii) Parents may simultaneously take an unbroken period of one week of leave at the time of the birth of the child (or up to three weeks in the case of an adoption).
  - iii) Return to work after parental leave:
    - (1) An Employee returning to work after a period of parental leave is entitled to be employed in:
      - (a) the position held by the Employee immediately before proceeding on that leave, or
      - (b) if the Employee worked part-time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave—the position held immediately before commencing that part-time work or less regular casual work, or
      - (c) if the Employee was transferred to a safe job before proceeding on maternity leave—the position held immediately before the transfer.
      - (d) If the position no longer exists but there are other positions available that the Employee is qualified for and is capable of performing, the Employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the Employee's former position.
    - (2) In this section, a reference to employment in a position includes, in the case of a casual Employee, a reference to work for an Employer on a regular and systematic basis.
- c) Paid Parental Leave
  - (1) Employees eligible for maternity leave are entitled to fourteen (14) weeks paid leave based on ordinary hours of work.

- (2) At an Employee's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.
- (3) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the leave provided by the Commonwealth scheme.
- (4) Employees eligible for Dad and Partner pay (DAPP) shall be entitled to two (2) weeks leave. The DAPP (Govt) payment of 2 weeks at minimum wage shall be supplemented by FPNSW to equal the employee base pay for a maximum of two weeks' pay.
- (5) Payment for parental leave shall be calculated on the Employee's base rate of pay. Payment for part time Employees shall be calculated on the average weekly hours worked during the qualifying period. Payment for parental leave shall be made at the time that the leave is taken.

d) Transfer to a safe job

- i) This section applies whenever the present work of an Employee is, because of pregnancy or breastfeeding, a risk to the health or safety of the Employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the Employee and of the obligations of the Employer under the Occupational Health and Safety Act 2000.
- ii) The Employer is to temporarily adjust the Employee's working conditions or hours of work to avoid exposure to that risk.
- iii) If such an adjustment is not feasible or cannot reasonably be required to be made, the Employer is to transfer the Employee to other appropriate work that:
  - (1) will not expose her to that risk, and
  - (2) is as nearly as possible comparable in status and pay to that of her present work.
- iv) If such a transfer is not feasible or cannot reasonably be required to be made, the Employer is to grant the Employee maternity leave (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

- v) An Employer must not fail to re-engage a regular casual Employee because:
  - (1) the Employee or Employee's partner is pregnant; or
  - (2) the Employee is or has been immediately absent on parental leave.
  - (3) The rights of an Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- e) Right to request
  - i) An Employee entitled to parental leave may request the Employer to allow the Employee:
    - (1) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
    - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (3) to request Flexible working arrangements as per Clause 26 - Request for Flexible Working Arrangements;
    - (4) to return from a period of parental leave on a part-time basis until the child reaches school age;
    - (5) to assist the Employee in reconciling work and parental responsibilities.
  - ii) The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - iii) Employee's request and the Employer's decision to be in writing.
  - iv) The Employee's request and the Employer's decision made pursuant to subparagraph (2) of paragraph (i) of subclause (e) Right to Request and subparagraph (3) of paragraph (i) of subclause (e) Right to Request of this clause must be recorded in writing.
- f) Request to return to work part-time
  - i) Where an Employee wishes to make a request pursuant to subparagraph (3) of paragraph (i) of subclause (e) Right to Request of this Clause such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

- g) Communication during parental leave
  - i) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
    - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
    - (2) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
  - ii) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
  - iii) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with paragraph (ii) of this subclause.
- h) Keeping in touch days
  - i) An employee on parental leave for a period of up to twelve months may, by mutual agreement return to work for the purposes of;
    - ii) Taking part in a meeting
    - iii) Doing on the job training
    - iv) Doing work to become familiar with the workplace or their role before returning to work.
    - v) The employee will be paid for the actual hours 'worked'.
    - vi) For the purpose of calculation of the no of days, every part day will be counted as 1 day. Eg An employee attending a 1 hour meeting will paid for 1 hour but the 1 hour will be counted as 1 day for the purpose of calculating the no of keeping in touch days.
    - vii) There will be no minimum hours for Keeping in touch days.

### **38 COMMUNITY LEAVE**

- a) Community leave is provided for in the NES.
- b) An Employee who engages in an eligible community service activity is entitled to be absent from employment to enable them to perform a service to the community.
- c) Eligibility
  - i) All FPNSW Employees (except casual Employees) may be eligible for community leave.

- d) Entitlement
  - i) This applies only to activities which are not regarded as duty and which are not covered by other forms of leave. The length of the period of leave granted will vary depending upon circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance.
- e) Paid leave
  - i) Jury Service
    - (1) Leave is available for the duration of the service and/or period as a witness.
    - (2) Payments received for jury service must be paid to FPNSW.
  - ii) Military Leave
    - (1) Two weeks leave followed by further leave as required dependent upon written documentation from the military.
    - (2) A certificate of attendance at the training camp or school must be submitted on return to normal duties.
  - iii) Blood Donation
    - (1) Leave is available for Employees who wish to donate blood for the period required.
  - iv) Volunteer emergency services
    - (1) Leave is available for the period in which services are required. The Employee concerned must be a member of the voluntary emergency service and provide a certificate of attendance.
- f) Unpaid Leave
  - i) Observance of Religious/Ceremonial/Cultural Obligations
    - (1) Provided adequate notice is given by the Employee, the Employer shall be sensitive and accommodating with Employees wishing to access leave entitlements for the purpose of observing recognised religious and cultural obligations.
    - (2) Any Employee with an ethnic or cultural background, who seeks leave for the purpose of observing recognised cultural and religious obligations, may be granted unpaid leave to do so. Employees may also apply to use their paid leave entitlements for this purpose.
    - (3) An Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.



- g) Application
  - i) Employees must provide evidence of necessity to attend community activities and expected dates.

### **39 FAMILY VIOLENCE LEAVE PROVISIONS**

- a) The leave entitlements provided for Personal Leave may be used by staff members experiencing family violence.
- b) The employee is not required to use Personal Leave.
- c) In addition the employer shall grant up to 10 days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
- d) The leave is non-cumulative and can be taken in part days, single days or consecutive days. This leave can be accessed without the need to exhaust other existing leave entitlements first.
- e) Both ongoing and temporary employees are entitled to the leave.
- f) Leave is to be available for employees experiencing family and domestic violence, for purposes including:
  - Seeking safe accommodation;
  - Attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
  - Attending court and other legal proceedings relating to their experience of domestic and family violence;
  - Organising alternative care or education arrangements for their children; or
  - Other related purposes approved by the agency head.
- g) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of a statutory declaration, a provisional, interim or final Apprehended Violence Order (AVO), a certificate of conviction, a family law injunction, a medical certificate or an agreed document issued by a Doctor, the Police Force, a court, a domestic violence support officer or a member of the legal profession.
- h) Personal information concerning family violence will be kept confidential by the employer.
- i) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to

working times and changes to work location, telephone number and email address to ensure the safety of an employee in the workplace.

- j) Family violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

## TERMINATION OF EMPLOYMENT AND REDUNDANCY.

### 40 TERMINATION OF EMPLOYMENT

- a) Notice of termination is provided for in the NES.
- b) Notice of termination by the Employer
  - i) In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- ii) In addition to the notice in Clause 40(b)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- iii) Payment in lieu of the notice prescribed in Clause 40(b)(i) and/or Clause 40(b)(ii) hereof shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
  - (1) the Employee's ordinary hours of work (even if not standard hours); and
  - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (3) any other amounts payable under the Employee's contract of employment.
- (4) The period of notice in this clause does not apply:
  - (a) in the case of dismissal for serious misconduct;

- (b) to Employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual Employees.

For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.

- c) Notice of termination by the Employee
  - i) The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
  - ii) Subject to financial obligations imposed on the Employer by an Act, if an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice subject to authorisation by the Employee.
- d) Time off work during notice period
  - i) Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

#### **41 REDUNDANCY**

- a) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer, the Employer shall consult with affected Employees in accordance with Clause 7, Consultation Regarding Change provision of this Agreement.
- b) Transfer to lower paid duties
  - i) Where an Employee is transferred to lower paid duties for reasons set out in Clause 40(a) the Employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his 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 lower ordinary time rates for the number of weeks notice still owing.

c) Severance pay

- i) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated for reasons set out in Clause (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

(1) Where the Employee is under 45 years of age, the Employer shall pay the Employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

(2) Where the Employee is 45 years of age or over, the Employer shall pay the Employee in accordance with the following scale:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay*
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

d) Definitions

- i) "Week's pay" means the ordinary time rate of pay for the Employee concerned at the date of termination and shall include in addition to the ordinary pay any shift allowances and/ or weekend penalties.

e) Employee Leaving During Notice Period

- i) An Employee whose employment is terminated for reasons set out in Clause 41(a) 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.

- f) Alternative Employment
  - i) On application to FWC the Employer may offer the Employee acceptable alternative employment, with no severance payment payable. Acceptable alternative employment means employment in the same discipline, without loss of income, within reasonable proximity of the Employee's home and without imposition of a qualifying or probationary period.
- g) Time off Period of Notice
  - i) 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 for the purpose of seeking other employment.
  - ii) 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, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
  - iii) For this purpose a statutory declaration will be sufficient.
- h) Employees with Less Than One Year's Continuous Service
  - i) This clause does not apply to Employees with less than one year's continuous service.
- i) Employees Exempted
  - i) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.
- j) Incapacity to pay
  - i) FPNSW may make application to FWC to have the general severance pay prescription varied on the basis of FPNSW capacity to pay.

#### **42 CIVIL LIABILITY**

- a) FPNSW shall be responsible for any civil action taken against an Employee in respect of any authorised action taken by the Employee in the course of their employment.

#### **43 ASSOCIATION BUSINESS AND REPRESENTATIVE LEAVE**

- a) Association Notice Board
  - i) FPNSW shall provide an accessible space for Association notices, whereupon, in addition to any material posted by the Association, FPNSW shall post an updated copy of this Agreement.

- b) Association fees
  - i) Association members shall be entitled to have their Association fees deducted from their fortnightly wages If they authorise the employer to deduct such fees from their pay.
  - ii) The amount deducted shall be the appropriate annual Association fee divided by twenty-six (26).
- c) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
  - i) To a maximum of three (3) days per year (1 January to 31 December) for each workplace for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
    - (1) The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
    - (2) That two (2) weeks notice is provided to the Employer;
    - (3) The approval of leave must have regard to the operational requirements of the Employer;
    - (4) This leave shall be paid at the ordinary time rate of pay;
    - (5) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- d) Accredited branch delegates
  - i) Accredited branch delegates shall be allowed to approach or to be approached by the Association to discuss any matter related to the member's employment at any time during working hours.
  - ii) Accredited branch delegates shall be entitled to confer or negotiate with management within working hours without loss of pay on any matter affecting or likely to affect in any way Employees in that establishment. Accredited branch delegates shall have access to a telephone and be provided with a suitable cupboard or furniture to enable them to keep records, receipts and the like.

#### **44 ATTENDANCE AT MEETINGS**

- a) Any full-time Employee required to work outside the ordinary hours of work in satisfaction of the requirements for mandatory fire safety practices (e.g., fire drill and evacuation procedures) or for mandatory clinical updates, shall be entitled to be paid at overtime rates for the actual time spent in attendance.
- b) Any Part-time and casual Employees who are required to work outside the ordinary hours work in satisfaction of the requirements for mandatory fire safety practices (e.g., fire drill and evacuation procedures) or for mandatory

clinical updates, shall be entitled to be paid additional hours for the actual time spent in attendance.

- c) There shall be a 4 hour minimum engagement for the attendance at meetings outside the ordinary hours of work.



## MISCELLANEOUS

### 45 CERTIFICATE OF EMPLOYMENT

- a) Upon termination of employment for any reason whatsoever, FPNSW shall furnish the Employee with a certificate of service in the following form:
- (a) Employee's name
  - (b) Period of employment, from                      to
  - (c) Title of position
  - (d) Salary scale
  - (e) Nature of work

Signed:

FPNSW stamp:

Date:

### 46 SUPERANNUATION

- a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. The minimum contribution is 9.5% at the commencement of this Agreement.
- b) "The Fund" for the purpose of this Agreement shall mean:
- i) HESTA established and governed by a trust deed as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - ii) In order to offer Employees a choice of superannuation fund, the Employer will also offer Health Super and First State Super.
  - iii) An Employee may nominate an alternate complying fund to those provided at subclause (b)(i) and (b)(ii) above.
- c) In addition to the FPNSW's statutory contributions to the Fund an Employee may make additional contribution from their salary and on receiving written authorisation from the Employee, FPNSW must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992.
- d) Superannuation fund payments will be made in accordance with trust fund deeds.
- e) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

- f) FPNSW will not make payments to a superannuation fund or scheme specified in this agreement, unless one of the following is satisfied in relation to the fund or scheme:
  - i) it is a fund that offers a MySuper product;
  - ii) it is an exempt public sector superannuation scheme.

Note: Contributions may be made to a superannuation fund or scheme for its defined benefit members under section 149A even though the fund or scheme is not specified in a modern award because of this section.

#### **47 WORKLOAD MANAGEMENT**

- a) The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on Employee/s and the quality of client care.
- b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
  - i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate Centre Manager for further discussion.
  - iii) If a solution still cannot be identified and implemented, the matter should be referred to the Director of Clinical Services, however called, for further discussion.
  - iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
  - i) Clinical assessment of client's needs;
  - ii) The demand of the environment such as facility layout;
  - iii) Statutory obligation, (including, but not limited to, workplace health and safety legislation);
  - iv) The requirements of nurse regulatory legislation;
  - v) Reasonable workloads;
  - vi) Accreditation standards; and
  - vii) Budgetary considerations.

- d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 8 Dispute Resolution. Arbitration of workload management issues may only occur by agreement of all parties.

#### **48 REPLACEMENT WHEN ANOTHER EMPLOYEE IS ABSENT**

- a) When an unplanned absence occurs (e.g. due to unexpected personal, sick or carer's leave) the default position to maintain safe staffing is to fill the absence with a nurse who is suitably accredited in the scope of practise as the absent nurse.
- b) If all absences to backfill with a nurse who is suitably accredited in the same scope of practice is exhausted and the only remaining option is to backfill the absence with a lesser scope of practice, the appropriate Manager must consider how the functions performed by Family Planning can be safely and appropriately performed by a nurse who is not accredited in the same scope of practice.

#### **49 WORKPLACE HEALTH AND SAFETY**

- a) The employer will maintain and comply with policies and procedures to proactively prevent and manage workplace bullying, discrimination and sexual harassment.
- b) The employer in consultation with employees, the ANMF and other representatives, will seek to proactively develop measures to improve workplace health and safety outcomes, with the intent of improving employee health and safety, preventing injury, illness and incapacity (hence workers compensation payments), particularly with respect to workplace bullying, discrimination and sexual harassment.
- c) The employer in consultation with employees, the ANMF and other representatives will seek to identify bullying, discrimination and sexual harassment prevention principles and practices, including education on early identification and intervention, appropriate workplace behaviour/Code of Conduct and appropriate investigation and feedback processes, and seek to implement these where appropriate.

#### **50 No EXTRA CLAIMS**

- a) It is a term of this Agreement, that the Association undertakes that it will not pursue any extra claims during the term of this Agreement.

## Schedule A – Wage Rates

### TABLE 1: ASSISTANT IN NURSING

Assistant in Nursing	01/07/2018	Increase %	First Pay Period After 01/07/2019	Increase %	First Pay Period After 01/07/2020	Increase %	First Pay Period After 01/07/2021
Assistant in Nursing Level 1	\$41,987.00	2.50%	\$43,036.68	2.50%	\$44,112.59	2.50%	\$45,215.41
Assistant in Nursing Level 2	\$43,422.00	2.50%	\$44,507.55	2.50%	\$45,620.24	2.50%	\$46,760.74
Assistant in Nursing Level 3	\$44,896.00	2.50%	\$46,018.40	2.50%	\$47,168.86	2.50%	\$48,348.08
Assistant in Nursing Level 4	\$46,295.00	2.50%	\$47,452.38	2.50%	\$48,638.68	2.50%	\$49,854.65

### TABLE 2: REGISTERED NURSE & CLINICAL NURSE SPECIALIST RATES

Registered Nurse and Clinical Nurse Specialist	01/07/2018	Increase %	First Pay Period After 01/07/2019	Increase %	First Pay Period After 01/07/2020	Increase %	First Pay Period After 01/07/2021
Registered Nurse Year 1	\$57,060.00	2.50%	\$58,486.50	2.50%	\$59,948.66	2.50%	\$61,447.38
Registered Nurse Year 2	\$60,281.00	2.50%	\$61,788.03	2.50%	\$63,332.73	2.50%	\$64,916.04
Registered Nurse Year 3	\$63,718.00	2.50%	\$65,310.95	2.50%	\$66,943.72	2.50%	\$68,617.32
Registered Nurse Year 4	\$67,371.00	2.50%	\$69,055.28	2.50%	\$70,781.66	2.50%	\$72,551.20
Registered Nurse Year 5	\$70,567.00	2.50%	\$72,331.18	2.50%	\$74,139.45	2.50%	\$75,992.94
Registered Nurse Year 6	\$74,120.00	2.50%	\$75,973.00	2.50%	\$77,872.33	2.50%	\$79,819.13
Registered Nurse Year 7	\$78,313.00	2.50%	\$80,270.83	2.50%	\$82,277.60	2.50%	\$84,334.54
Registered Nurse Year 8	\$81,925.00	2.50%	\$83,973.13	2.50%	\$86,072.45	2.50%	\$88,224.26
Clinical Nurse Specialist Level 1	\$85,612.00	2.50%	\$87,752.30	2.50%	\$89,946.11	2.50%	\$92,194.76
Clinical Nurse Specialist Level 2	\$88,174.00	2.50%	\$90,378.35	2.50%	\$92,637.81	2.50%	\$94,953.75

**TABLE 3: NURSE EDUCATORS**

Nurse Educators Scale	01/07/2018	Increase %	First Pay Period After 01/07/2019	Increase %	First Pay Period After 01/07/2020	Increase %	First Pay Period After 01/07/2021
Nurse Educator	\$92,321.00	2.50%	\$94,629.03	2.50%	\$96,994.75	2.50%	\$99,419.62
Senior Nurse Educator	\$95,561.00	2.50%	\$97,950.03	2.50%	\$100,398.78	2.50%	\$102,908.75

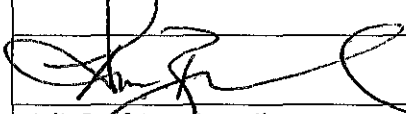
**TABLE 4: NURSE MANAGER RATES**

Nurse Educators Scale	01/07/2018	Increase %	First Pay Period After 01/07/2019	Increase %	First Pay Period After 01/07/2020	Increase %	First Pay Period After 01/07/2021
Nurse Manager Level 1	\$92,321.00	2.50%	\$94,629.03	2.50%	\$96,994.75	2.50%	\$99,419.62
Nurse Manager Level 2	\$95,941.00	2.50%	\$98,339.53	2.50%	\$100,798.01	2.50%	\$103,317.96

**TABLE 5: ALLOWANCES**

Allowances	01/07/2018	Increase %	First Pay Period After 01/07/2019	Increase %	First Pay Period After 01/07/2020	Increase %	First Pay Period After 01/07/2021
CLINICAL INSTRUCTORS -Per Hour	\$4.91	2.50%	\$5.03	2.50%	\$5.16	2.50%	\$5.29
RASHCAP CERTIFICATE - Per 38hrs	\$14.21	2.50%	\$14.57	2.50%	\$14.93	2.50%	\$15.30
LECTURING ALLOWANCE Per Hr	\$27.31	2.50%	\$27.99	2.50%	\$28.69	2.50%	\$29.41

SIGNED FOR AN ON BEHALF OF FAMILY PLANNING NSW BY



Adj. Prof Ann Brassil

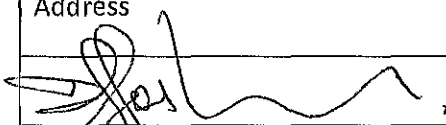
Date

Chief Executive Officer

24.3.20

328-336 Liverpool Road, Ashfield

Address



24.3.20

Witness

Date

David Horspool

SIGNED ON BEHALF OF THE EMPLOYEES' COVERED UNDER THIS AGREEMENT.

Date

Employee Representative

328-336 Liverpool Road, Ashfield

Address

Witness

Date

*Brett Holmes*

Brett Howard Holmes  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS  
Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

O'Bray Smith  
President  
Australian Nursing and Midwifery 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 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2020/860

**Applicant:**

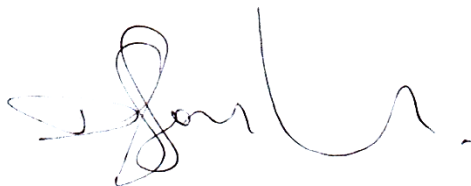
Family Planning NSW

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, David Horspool, Director of Human Resources and Corporate Services for Family Planning NSW give the following undertakings with respect to the Family Planning NSW and NSW Nurses and Midwives' Association / ANMF – NSW Branch Nurses and Midwives, Enterprise Agreement ("the Agreement"):

1. I have the authority given to me by Family Planning NSW to provide this undertaking in relation to the application before the Fair Work Commission.
2. Family Planning NSW undertakes to ensure that no employee is employed in a grading or salary rate less than an Assistant in Nursing Year 2.
3. Family Planning NSW undertakes to pay overtime on Saturdays at a rate of 150% for the first two hours and 200% thereafter.
4. Family Planning NSW undertakes to pay any outstanding Time in Lieu balance on termination at overtime rates.
5. Family Planning NSW undertakes that it will not require Assistant in Nursing employees to work shifts which would meet the definition of afternoon or night shift under the Nurses Award 2010.
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

**29/04/2020**

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**Date**