



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Enterprise agreement

HammondCare Health and Hospitals Limited
(AG2012/922)

HAMMONDCARE HEALTH AND HOSPITALS NURSES ENTERPRISE AGREEMENT 2011

Health and welfare services

COMMISSIONER MCKENNA

SYDNEY, 4 APRIL 2012

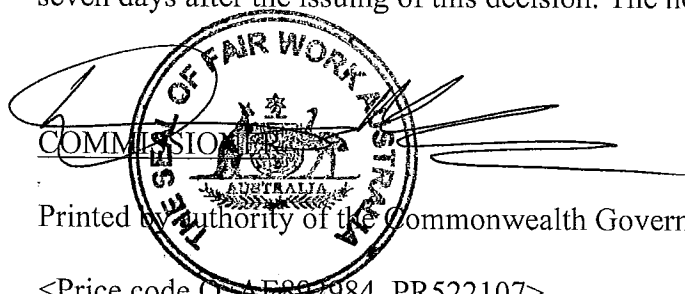
Application for approval of the HammondCare Health and Hospitals Nurses Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement to be known by clause 1 of the Agreement as the *HammondCare Health and Hospitals Nurses Enterprise Agreement 2012* (“the Agreement”). The application has been made pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). This application has been made by HammondCare Health and Hospitals Limited (“the applicant”). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met. The applicant has provided written undertakings addressing miscellaneous matters. A copy of the undertakings is attached to this decision and marked “Annexure A”. I note that, under s.191 of the Act, the undertakings are taken to be terms of the Agreement.

[3] The New South Wales Nurses’ Association (“NSWNA”), the Australian Nursing Federation NSW Branch (“ANF”) and an individual bargaining representative concur with the content of the undertakings. The NSWNA and ANF have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date will be 30 June 2013.



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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 this agreement.



HammondCare

An independent Christian charity

HammondCare Health and Hospitals Nurses Enterprise Agreement 2012

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SCHEDULE A

Table 1 - Salaries

Table 2 - Other Rates and Allowances

1. TITLE

The Agreement will be known as the 'HammondCare Health and Hospitals Nurses Enterprise Agreement 2011'.

2. PARTIES BOUND BY THE AGREEMENT

This Enterprise Agreement is made within the guidelines of the Fair Work Act 2009, and will be binding on:

- a) HammondCare Health and Hospitals Ltd ("HammondCare") ACN 074 354 028, and
- b) Nursing employees employed in classifications listed in Clause 9, Definitions, and at the following facilities also referred to as "HammondCare Health and Hospital establishments":
 - Braeside Hospital, Prairiewood;
 - Greenwich Hospital, Greenwich;
 - Neringah Hospital, Wahroonga; &
 - Northern Beaches Palliative Care Service; and
- c) the NSW Nurses' Association, ANF NSW Branch ("NSWNA") of 50 O'Dea Avenue, Waterloo NSW 2017.

3. APPLICATION & DURATION

The NES and this agreement contain the minimum conditions of employment for employees covered by this agreement.

For existing employees, this Agreement will take effect, 7 days after approval by FWA, and for new employees it will take effect from the day of commencement of employment. The Agreement will have a nominal expiry date of 30 June 2013.

After the expiry date, the Enterprise Agreement will continue to be in force until it is replaced by a new Agreement, terminated by agreement between the parties, or is terminated on application by one of the parties, to FWA.

4. ACCESS TO THE AGREEMENT & THE NATIONAL EMPLOYMENT STANDARDS

HammondCare will ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located in the workplace or through electronic means, whichever makes them more accessible.

5. LEAVE RESERVED

There shall be no further salary or conditions claims made during the term of this Agreement except in accordance with this clause.

It is agreed that the parties bound by this Agreement undertake to reopen negotiations during the life of this Agreement if the conditions of employment of employees of NSW Health in comparable classifications are significantly altered in such a manner that results in employees covered by this Agreement becoming entitled to remuneration or conditions (including allowances) different to the remuneration prescribed by this Agreement.

6. ANTI-DISCRIMINATION AND NON-HARASSMENT

HammondCare recognises the rights of all its employees, and potential employees, to work in an environment that is free from discrimination and/or harassment, and fully supports the State and/or Federal legislation in this area. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

The parties agree to interpret and apply the provisions of this Agreement in a manner which is not in breach of any Anti-Discrimination Act or similar legislation.

7. AGREEMENT FLEXIBILITY

Notwithstanding any other provision of this agreement, HammondCare and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the individual employee. This clause shall only apply to existing employees.

The terms HammondCare and the individual employee may agree to vary the application of are those concerning:

- a. arrangements for when work is performed;
- b. overtime rates;
- c. penalty rates;
- d. allowances; and
- e. leave loading.

HammondCare and the individual employee must have genuinely made the agreement without coercion or duress.

The agreement between HammondCare and the individual employee must:

- a. be confined to a variation in the application of one or more of the terms listed in the above clause; and
- b. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

The agreement between HammondCare and the individual employee must also:

- a. be in writing, name the parties to the agreement and be signed by HammondCare and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- b. state each term of this agreement that HammondCare and the individual employee have agreed to vary;
- c. detail how the application of each term has been varied by agreement between HammondCare and the individual employee;
- d. detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- e. state the date the agreement commences to operate.
- f. not financially disadvantage other employees (either directly or indirectly).

HammondCare must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

Except as provided in (d) above the agreement must not require the approval or consent of a person other than HammondCare and the individual employee.

HammondCare must provide a written proposal to the employee. Where the employee's understanding of written English is limited HammondCare must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

The agreement may be terminated:

- a. by HammondCare or the individual employee giving two weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b. at any time, by written agreement between HammondCare and the individual employee.
- c. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between HammondCare and an individual employee contained in any other term of this agreement.

The parties agree to meet 12 months after the effective date of this agreement, to review the implementation of this clause and to problem solve any issues that may be raised. The parties agree to meet at an earlier date if requested by either party.

8. PROBATIONARY PERIOD AND MINIMUM EMPLOYMENT PERIOD

Unless waived or reduced by HammondCare in writing, a probationary period, of a maximum of 3 months will apply to all full-time and part time employees. In the event of a casual employee being provided with a permanent offer of employment as a full-time or part-time employee, and where such casual employee has not completed 3 months of service with HammondCare, that employee, unless waived or reduced by HammondCare in writing, will be required to undergo a probationary period equivalent to the difference between 3 months and the amount of time the casual has worked for HammondCare. For example, if a casual employee has been employed for 2 months with HammondCare that employee would be required to undergo a further 1 month probationary period after being provided with a full-time or part-time role. During the probationary period, either party may terminate the employment relationship by providing one week's notice, to be either worked or, at the discretion of HammondCare, paid in lieu. Notice will not be required from HammondCare in the case of misconduct which results in summary dismissal.

Under the Fair Work Act, employees are required to work for a minimum employment period of 6 months before exercising any unfair dismissal rights (see s382 - 384 of the Act)

9. DEFINITIONS

Unless defined separately for a particular clause the following definitions shall apply:

“Act” means the Fair Work Act 2009 (as amended).

“ADA” means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average = $\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$

Neo-natal Adjustment = $\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$

Non-inpatient = $\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Assistant in Nursing" means a person, other than a registered nurse, trainee enrolled nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing duties.

"Assistant Director of Nursing" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses' Association, and the Australian Nursing Association NSW branch.

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

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

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator" means a Registered Nurse appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by HammondCare.

The Clinical Nurse Educator/ is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator shall provide for the delivery of clinical nurse education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator should be for the purpose of providing clinical education to other employees. Direct clinical care shall be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate shall be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist Grade 1" means: a Registered Nurse who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist Grade 1 shall satisfy the following minimum criteria:

- Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years experience in the relevant specialist field.
- A Clinical Nurse Specialist Grade 1 is distinguished from an 8th Year Registered Nurse by being required to satisfy the following criteria:
 - a) actively contributes to the development of clinical practice in the ward/unit/service;
 - b) acts as a resource and mentor to others in relation to clinical practice; and
 - c) actively contributes to their own professional development.

Clinical Nurse Specialist Grade 1 is a personal grading.

“Clinical Nurse Specialist Grade 2” means: a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist Grade 2 classification encompasses the Clinical Nurse Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:
 - leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or
 - specialist clinical practice across a small or medium sized health facility/sector/service; or
 - primary case management of a complete episode of care; or
 - primary case management of a continuum of specialty care involving both inpatient and community based services; or
 - an authorised extended role within the scope of Registered Nurse.

Incremental progression to the second year and thereafter rate shall be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant Grade 1" means: a registered nurse appointed as such to a position approved by HammondCare, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by HammondCare.

"Clinical Nurse Consultant Grade2" means: a registered nurse appointed as such to a position approved by HammondCare, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by HammondCare. HammondCare may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant Grade 3" means: a registered nurse appointed as such to a position approved by HammondCare, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by HammondCare. HammondCare may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Department" means the NSW Department of Health.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification – Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by HammondCare which satisfies the criteria as agreed between the Association and the Department from time to time.

"Enrolled Nurse – Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by HammondCare which satisfies the criteria as agreed between the Association and the Department from time to time.

"Experience" in relation to a trainee enrolled nurse or assistant in nursing, means experience both before and/or after the commencement of this Agreement, whether within New South Wales or elsewhere and, in the case of a trainee enrolled nurse, an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"FWA" means Fair Work Australia

"HammondCare" means HammondCare Health and Hospitals Limited.

"Health service" means any of the following:

- a) any hospital service
- b) any medical service
- c) any paramedical service
- d) any community health service,
- e) any environmental health service,
- f) any other service (including any service of a class or description prescribed by the Regulations of the Health Service Act 1997) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the Health Services Act 1997 or its successors, assignees or transmittes.

"Local Health Network" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the Health Services Act of 1997 including all public hospitals, facilities and other establishments and health services under the control and management thereof and, for the purposes of this Agreement, a Clinical Support Cluster.

"Manager, Nurse Education" - refer to Schedule 1, Nurse Managers.

"NES" means the National Employment Standards as amended from time to time.

"New South Wales Health Service" means an organisation defined in section 7 of the Health Services Act 1997 as follows:

- (a) a local health network; or
- (b) a statutory health corporation; or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services; or
- (d) A Clinical Support Cluster; or
- (e) a Public Hospital, meaning:
 - i. a hospital controlled by a local health network, or;
 - ii. a hospital controlled by a statutory health corporation, or;
 - iii. a hospital that is a recognised establishment of an affiliated health organisation, or;
 - iv. a hospital controlled by the Crown (including the Minister or the Director General of Health).

"Nurse Educator Grade 1" means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator Grade 1.

A Nurse Educator Grade 1 shall be responsible for the development and delivery of nursing education courses/programs at HammondCare, or the community based service level.

Nurse education courses/programs shall mean courses/programs such as:

- Post-registration certificates;
- Continuing nurse education;
- Transition programs for newly registered nurses and newly enrolled nurses;
- Trainee enrolled nurse programs;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nurse Educator Grade 2" means a Registered Nurse with post registration nursing clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by HammondCare; and who is appointed to a position of Nurse Educator Grade 2.

A Nurse Educator Grade 2 shall be responsible for one of the following:

- A nursing education portfolio (including but not limited to a transition program, trainee enrolled nurse, enrolled nurse or registered nurse program) across a HammondCare Health and Hospital establishment.
- A nursing education program for a clinical division or divisions across HammondCare. A nursing education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

“Nurse Educator Grade 3” means a Registered Nurse holding post registration nursing clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by HammondCare; and who is appointed to a position of Nurse Educator Grade 3.

A Nurse Educator Grade 3 shall be responsible for one of the following:

- A comprehensive nursing education program across HammondCare
- The nurse education service within HammondCare.

Incremental progression to the 2nd year and thereafter rate at this Grade shall be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of Clause 53 Staffing Arrangements that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

“Nurse Manager” means any employee who is allocated to a nurse manager grade in accordance with Clause 40 of this award.

“Nurse Practitioner” means a registered nurse appointed as such to a position approved by HammondCare and who is endorsed by the Board, to practise as a nurse practitioner.

“Nurse Practitioner Year 3 and Thereafter” means a registered nurse appointed as such to a position approved by HammondCare and who is endorsed by the Board to practise as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses’ Act 1991.

Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months’ service at the Year 2 rate, and to the Thereafter rate until completion of twelve months’ service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter.”

"Nursing Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a HammondCare hospital and shall include:

"Nursing Unit Manager Level 1", whose responsibilities include:

(a) CO-ORDINATION OF PATIENT SERVICES -

- liaison with all health care disciplines for the provision of services to meet patient needs;
- the orchestration of services to meet patient needs after discharge;
- monitoring catering and transport services.

(b) UNIT MANAGEMENT -

- implementation of HammondCare policy;
- dissemination of information to all personnel;
- ensuring environmental safety;
- monitoring the use and maintenance of equipment;
- monitoring the supply and use of stock and supplies;
- monitoring cleaning services.

(c) NURSING STAFF MANAGEMENT -

- direction, co-ordination and supervision of nursing activities;
- training, appraisal and counselling of nursing staff;
- rostering and/or allocation of nursing staff;
- development and/or implementation of new nursing practice according to patient need.

"Nursing Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

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

"Residential Care Nurse" means a person other than a Registered Nurse, Enrolled Nurse or an Enrolled Nurse without medication qualification, who is employed in the delivery of nursing care to clients in residential settings conducted by or on behalf of HammondCare, and which are located either in the general community or in the grounds of HammondCare Health and Hospitals services,. The duties performed by Residential Care Nurses shall comprise assisting with the care of residents which may include the supervision, training and assistance of residents in the performance of household tasks such as laundry, kitchen, general maintenance or other personal support tasks.

"Senior Nurse Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the NSW Health Department, or one of the following certificate or diploma courses:-

Associate Diploma in Community Health -
College of Nursing, Australia; N.S.W. College of Nursing;
Associate Diploma in Nursing Administration -
College of Nursing, Australia; N.S.W. College of Nursing;
Associate Diploma in Nursing Education -
College of Nursing, Australia; N.S.W. College of Nursing,
Newcastle College of Advanced Education;
Certificate in Operating Theatre Management -
N.S.W. College of Nursing;
Certificate in Operating Theatre Technique -
College of Nursing, Australia;
Certificate in Coronary Care -
N.S.W. College of Nursing;
Certificate in Orthopaedic Nursing -
N.S.W. College of Nursing;
Certificate in Ward Management -
N.S.W. College of Nursing;
Midwife Tutor Diploma -
College of Nursing, Australia, or Central Midwives Board, London;
Occupational Health Nursing Certificate -
N.S.W. College of Nursing;

provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

“Shift Worker” means a worker who is not a day worker as defined.

“Trainee Enrolled Nurse” refer to definition of “Trainee” in subclause (ii) definitions of clause 19 Trainee Enrolled Nurses.

“Weekly rates” will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

10. HOURS OF WORK AND FREE TIME OF EMPLOYEES OTHER THAN DIRECTORS OF NURSING

- (i) The ordinary hours of work for day workers, other than Directors of Nursing, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers, other than Directors of Nursing, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- (iii)
 - (a) The hours of work prescribed in subclauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive No. PD2006_094); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
 - (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of HammondCare work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
- (iv)
 - (a) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case shall an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee shall not be rostered for more than three quick shifts, ie. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
 - (b) Where 10 hour night shifts are in operation at any HammondCare Health and Hospital establishment, at the commencement date of this agreement or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.
- (v)
 - (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) shall be determined by mutual agreement between the employee and HammondCare having regard to the service requirements

of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

(b) Employees shall not be entitled to the provisions of paragraph (a) of subclauses (iii) and (v) of this clause (i.e. an additional day off as a consequence of a 38 hour week) when undertaking block training.

(vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

(a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.

(b) HammondCare must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.

A full-time employee entitled to an ADO under this clause may elect to be paid an amount equivalent to the value of any accrued ADO's in excess of three, in lieu of taking those days off duty on pay. Such election is to be made in writing by the employee within 5 working days of 1st December or 1st June each year.

(c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

(viii) Except for breaks for meals the hours of duty each day shall be continuous.

(ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

| | | |
|--------------|---|-------------------------|
| Breakfast | - | between 6am and 9am |
| Midday Meal | - | between 12 noon and 2pm |
| Evening Meal | - | between 5pm and 7pm |
| Night Meal | - | between 10pm and 2am. |

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break shall count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of HammondCare.

(x)

(a) One twenty minute interval (in addition to the meal break) shall be allowed each employee on duty for a tea break during each shift. Such interval shall count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day shall only be entitled to one tea break of 10 minutes.

(b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take two ten minute tea breaks, or one ten minute tea break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.

- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of HammondCare in consultation with the employee.
- (xi) Subclauses (ix) and (x) of this clause, shall not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating shall be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and HammondCare shall provide access to suitable facilities for such purpose.
- (xiv)
- (a) Except in cases of emergency, an employee shall not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
- (b) Except in cases of emergency, after having served a period of night duty, an employee shall serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
- (c) Except in cases of emergency, an employee shall not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
- (d) This subclause shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or to a registered nurse in charge as the case may be, who is employed permanently in charge at night.
- (e) Except in cases of emergency, a trainee enrolled nurse shall not be employed on night duty for more than 10 weeks in any one year of training.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift shall be one which commences at or after 1pm and before 4pm.
- (b) An employee at his or her request, may be given time free from duty in one or more periods but no period shall be less than one full day.
- (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
- (a) Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but shall

be paid for in accordance with clause 18, Special Allowances. Provided, however, no employee shall be required to remain on call whilst on leave or the day before entering upon leave.

- (b) Except as hereafter provided, no employee shall be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
- (c) Paragraph (b) shall not apply where in extreme circumstances (which shall be agreed between HammondCare and the Head Office of the Association) it is necessary for the hospital in order to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) HammondCare shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention so to do to the employee(s) and to the Association.

11. PILOT ROSTER PROJECTS

- (i) Notwithstanding any other provision of this agreement, Pilot Roster Projects for the purposes of trialing flexible roster practices may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project shall be agreed in writing between HammondCare and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by HammondCare. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and HammondCare does not agree to introduce a Pilot Roster Project in the terms proposed, HammondCare shall provide its reasons in writing to the Association or the nurses concerned.
 - (b) The terms shall include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the agreement provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, HammondCare shall not be deemed to be in breach of the agreement by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular HammondCare shall not be able to claim the benefit of subclause (c) when implementing such project.
- (ii) Pilot 12 hour shift systems in place as at 1 July 2008 shall continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iii) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association shall be advised in writing by HammondCare of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (iv) The following provisions shall apply to new 12 hour shift systems commencing on or after 1 July 2008:

- (a) Participation in a 12 hour shift system shall be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
- (b) The ordinary hours of work for each full time employee shall be 228 hours balanced over a six week period. The hours shall be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee shall be balanced over a six week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and HammondCare.

or

The ordinary hours of work for each full time employee shall be 152 hours balanced over a four week period. The hours shall be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee shall be balanced over a four week period. The hours shall be worked as either 12, 10 or eight hour shifts as agreed between the employee and HammondCare.

- (c) Payment for full time employees shall be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees shall be the actual number of hours worked per pay period.
- (d) The day shift may have a span of up to 12.5 hours and shall include one half hour unpaid meal break and two x 20 minute paid tea breaks.
- (e) The night shift may have a span of up to 12.5 hours and shall include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
- (f) The maximum number of consecutive shifts shall be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
- (g) Employees shall not be rostered on single days off unless it is at the request of the employee.
- (h) The minimum break between shifts shall be 11.5 hours.
- (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
- (j) No overtime shall be worked in conjunction with a 12 hour shift.
- (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
- (l) An individual employee shall have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system shall provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice shall be required, or such lesser period of time as may be agreed to by HammondCare.
- (m) Where a 12 hour shift system is in place management shall be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where management determines after consultation with affected

employees to cease a 12 hour shift system, three months notice of the intended cessation shall be given to employees.

12. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

HammondCare to notify

Where HammondCare has made a definite decision to introduce changes in production, program, organisation, structure, health service delivery or technology that are likely to have significant effects on employees, HammondCare must notify the employees who may be affected by the proposed changes and their representatives, if any.

Significant effects include termination of employment; major changes in the composition, operation or size of HammondCare's workforce or in the skills required; changes in employment or the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

HammondCare to discuss change

HammondCare must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made by HammondCare to make the changes referred to in this clause.

For the purposes of such discussion, HammondCare must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that HammondCare is not required to disclose confidential information the disclosure of which would adversely affect HammondCare.

13. HOURS OF WORK AND FREE TIME OF DIRECTORS OF NURSING

- (i) A Director of Nursing shall be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
- (ii) A Director of Nursing shall, where practicable, inform HammondCare giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of HammondCare, and such approval shall not be unreasonably withheld.

14. ROSTERS

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent

from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.

- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six years.

15. SALARIES

- (i) The minimum salaries per week to be paid to employees shall be as set out in Schedule A, Table 1.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year shall not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

16. SALARY SACRIFICE TO SUPERANNUATION

- (i) Notwithstanding the salaries prescribed in Clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of HammondCare, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under Clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

In this clause "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HELP payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with HammondCare.

- (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYG taxation withholdings by the amount sacrificed; and
- (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the HammondCare's agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, HammondCare will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the Police Regulation (Superannuation) Act 1906;
 - (b) the Superannuation Act 1916;
 - (c) the State Authorities Superannuation Act 1987;
 - (d) the State Authorities Non-contributory Superannuation Act 1987; or
 - (e) the First State Superannuation Act 1992

HammondCare must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with HammondCare to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, HammondCare will continue to base contributions to that fund on the salary payable under Clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by HammondCare may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

17. LEAVE FOR MATTERS ARISING FROM FAMILY VIOLENCE

- (i) In this clause *family violence* means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- (ii) The leave entitlements provided for in clause 44, Personal/Carer's Leave and clause 37, Family and Community Services Leave of this Agreement may be used by staff members experiencing family violence.
- (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, HammondCare shall grant up to five 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.

- (iv) HammondCare will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
Personal information concerning family violence will be kept confidential by HammondCare.
- (v) HammondCare, 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.

18. SPECIAL ALLOWANCES

- (i) (a) A registered nurse in charge of a hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse shall be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Schedule A, Item 1 of Table 2 per shift.
- (b) This subclause shall not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii) (a) An employee required by HammondCare to be on call otherwise than as provided in (b) and (c) hereof shall be paid the sum as set out in Schedule A, Item 2 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of Clause 10, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum as set out in Schedule A, Item 3 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) An employee who is directed to remain on call during a meal break shall be paid an allowance as set out in Schedule A, Item 4 of Table 2.
- (d) Where an employee on call leaves the hospital and is recalled to duty, he or she shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable shall be the rate prescribed in Schedule A, Item 9 of Table 2. The provisions of this paragraph shall apply to all employees.
- (e) This subclause shall not apply to Nurse Managers classified at Grade 4 or above provided that the allowances prescribed in subclauses (a) and (b) of this subclause shall be paid to Nurse Managers classified at Grade 4, Grade 5 and Grade 6 when required to remain on call for the purpose of the performance of clinical duties.
- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing Unit Manager is not rostered for duty, shall be paid an allowance as set out in Schedule A, Item 5 of Table 2 per shift. Provided that the allowance shall also be paid when the Nursing Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse. Provided further that the allowance shall also be paid in the absence of a Nurse Manager in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.
- (vi) A registered nurse who is designated to be in-charge of a ward or unit when the Nursing Unit Manager is not rostered for duty and who is also designated to be in-charge of a hospital of less than 100 beds during the day, evening or night on the same shift shall be paid an allowance as set out in Schedule A, Item 6 of Table 2 per shift. Provided that this allowance shall also be paid in facilities where the Nurse Manager undertakes the functions usually carried out by a Nursing Unit Manager.

- (vii) (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours shall receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
- (b) An employee rostered to be on call shall be paid the sum as set in Schedule A, Item 2 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off shall be paid the sum as set in Schedule A, Item 3 of Table 2 for each hour or part thereof with a minimum payment of eight hours at that rate.
- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee shall be entitled to the following payment in addition to the payment in the said paragraph (b):
 - 1. An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - 2. An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counseling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - 3. An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counseling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call shall be entitled to the prescriptions of clause 30, Overtime.
- (ix) A registered nurse who is designated in-charge of a hospital of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Schedule A, Item 7 of Table 2. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse Specialist Grade 2. HammondCare shall not use this provision on a permanent basis in place of appointing a Nurse Manager.

19. CONTINUING EDUCATION ALLOWANCE

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist, Nursing Unit Manager, Nurse Manager Grade 1, Nurse Manager Grade 2 or Nurse Manager Grade 3 and above (who satisfies HammondCare that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by HammondCare to be directly relevant to the competency and skills used by the nurse in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;

- (c) the employee claiming entitlement to a qualification allowance must provide evidence to HammondCare that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 shall be paid an allowance of an amount set out in Schedule A, Item 12 of Table 2.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Schedule A, Item 13 of Table 2.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Schedule A, Item 14 of Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance of an amount set out in Schedule A, Item 15 of Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by HammondCare to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to HammondCare that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification shall be paid an allowance of an amount set out in Schedule A, Item 16 of Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification shall be paid an allowance of an amount set out in Schedule A, Item 17 of Table 2.
- (ix) A Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by HammondCare to be directly relevant to the competency and skills used by the registered nurse in the duties of the position;

- (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- (c) the employee claiming entitlement to a qualification allowance must provide evidence to HammondCare that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist Grade 2 who holds a post graduate diploma, degree, Masters or Doctorate in a clinical field, shall be paid an allowance of the relevant amount set out at Schedule A, either Item 14 or 15 of Table 2.
- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur from the first full pay period commencing on or after 30 June 2009.
- (xii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 55, Dispute Settling Procedures, of this Agreement, negotiations between the NSW Health Department, HammondCare and the Association must occur prior to referral to Fair Work Australia.

20. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

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

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am – 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at

the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any allowance prescribed by clause 34, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in clause 35, Annual Leave.
- (vi) This clause shall not apply to Nurse Managers classified Grade 4 or above.

21. FARES AND EXPENSES

- (i) A trainee enrolled nurse sitting for an examination prescribed by the Board and required to travel from the home centre to an examination centre shall be paid by HammondCare all fares necessarily incurred in such travelling and, if it is reasonably necessary, for each student nurse or trainee enrolled nurse to sleep away from such home centre, the travelling allowance prescribed in Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced). "Home Centre" means the town in which is situated the hospital at which such trainee enrolled nurse is employed.
- (ii) An employee required to travel in the performance of duty shall be reimbursed first-class fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (iii)
 - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres.
 - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency shall be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iv) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, shall be reimbursed forward fares from the place of engagement provided that the distance of normal travel there from to the employment exceeds 40 kilometres and shall be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (v) Subclauses (iii) and (iv) of this clause shall not apply to trainee enrolled nurses or to nurses travelling to a public hospital for post-graduate training.
- (vi) Fares within the meaning of this clause shall include only fares incurred in respect of travel within New South Wales.
- (vii) An employee who claims reimbursement of fares, pursuant to this clause, shall furnish to HammondCare, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

22. SPECIAL RATES AND CONDITIONS

Team Leader

- (i) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by the Public Health System Nurses' and Midwives' Award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (ii) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role shall for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:
 - (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 3, Year 2.
 - (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 4, Year 2.
 - (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service shall be paid the base salary applicable to Health Professional Level 5, Year 2.

23. MOBILE PHONE

If an employee is required by HammondCare to be contactable during or after business hours, HammondCare will supply the employee with a mobile telephone at the expense of HammondCare. The mobile phone is to be used to make work-related calls only.

24. TRAINEE ENROLLED NURSES

- (i) Application
 - (a) This clause only applies to Trainee Enrolled Nurses employed prior to 23 February 2011 and who are undertaking a Traineeship as defined.
 - (b) Existing conditions of employment will continue to apply to employees employed as Trainee Enrolled Nurses prior to the introduction of this clause.
 - (c) Existing employees undertaking a traineeship will have their conditions of employment preserved in accordance with Section 31 Preservation of Conditions of Employment of Existing Worker Trainees of the Apprenticeship and Traineeship Act 2001.
- (ii) Definitions

“Appropriate State Legislation” means the Apprenticeship and Traineeship Act 2001, or any successor legislation.

“State Training Authority” is the New South Wales Department of Education and Training, or successor organisation.

“Structured Training” means that training which is specified in the Training Plan, which is part of the Training Contract registered with the State Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice and clinical support. The training reflects the requirements of a Traineeship approved by the State Training Authority.

“Traineeship” means a system of training which has been approved by the State Training Authority and defined by the provisions of the Appropriate State Legislation.

“Trainee” means an employee, who is classified as a Trainee Enrolled Nurse and is training to become an Enrolled Nurse in a hospital approved by the Board for enrolled nurse education. The Trainee is signatory to the Training Contract registered with the State Training Authority and is involved in full time paid work and structured training which may be on or off the job.

“Training Contract” means a contract entered into for the purpose of establishing a Traineeship under the Appropriate State Legislation and is registered with the State Training Authority.

“Training Plan” means a program of structured training which forms part of a Training Contract and is registered with the State Training Authority.

(iii) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Contract or as notified to the Trainee by the State Training Authority.
- (b) A Traineeship shall not commence until the relevant Training Contract has been signed by HammondCare and the Trainee and lodged for registration with the State Training Authority, provided that if the Training Contract is not in a standard format a Traineeship shall not commence until the Training Contract has been registered with the State Training Authority.
- (c) HammondCare must ensure that the Trainee is permitted to attend the training course or program provided for in the Training Contract and must ensure that the Trainee receives appropriate on the job training.
- (d) HammondCare will ensure that the Trainee has two rostered days off immediately prior to the commencement of block training.
- (e) HammondCare must provide an appropriate level of supervision in accordance with the Training Contract during the Traineeship period.
- (f) HammondCare agrees that officers of the State Training Authority will monitor the Training Contract and Training Plan and that training records or workbooks may be utilised as part of this monitoring process.
- (g) A Trainee will not be required to perform the duties of Registered or Enrolled Nurses when they are absent from duty. Trainees perform duties commensurate with their classification and training.

(iv) Employment Conditions

- (a) A Trainee is entitled to the weekly wages as provided in Table 1 – Salaries of Part B Monetary Rates of this Agreement.
- (b) A Trainee shall be subject to a satisfactory probationary period of up to one month which may be reduced at the discretion of HammondCare.
- (c) The general terms and conditions of this Agreement apply, except where inconsistent with this clause, in which case the specific provisions of this clause prevail to the extent of any inconsistency.
- (d) By agreement in writing, and with the consent of the State Training Authority, HammondCare and the Trainee may vary the duration of the Traineeship and the extent of approved training. Any such agreement to vary shall be in accordance with the Traineeship.
- (e) Where the Trainee completes the qualifications in the Training Contract, earlier than the time specified in the Training Contract then the Traineeship may be concluded by mutual agreement by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
- (f) The Training Contract can only be terminated before its conclusion by application to the State Training Authority in accordance with the provisions of the Appropriate State Legislation.
- (g) Trainees are permitted to be absent from work without loss of continuity of employment or wages to attend training in accordance with the Training Contract. All rostered time off duty occupied by a Trainee in attendance at lectures and demonstrations given in the course of instruction in the theory and practice of nursing or during the time necessarily occupied in attending and sitting for prescribed examinations shall be deemed to be time worked.
- (h) A Trainee may work reasonable overtime and shift work provided that this does not adversely affect the completion of the training program.
- (i) No Trainee shall work overtime or shift work on their own. Where a Trainee works overtime or shift work, HammondCare must provide the Trainee with appropriate supervision in accordance with the Training Contract.
- (j) Where a Trainee works shift work, there must be satisfactory provision for structured training to continue.
- (k) Department of Health Policy Directive No. 2005_444 dated 28 January 2005 will apply to trainees:
 - i. who are required to travel to a TAFE campus to undertake approved and/or structured training;
 - ii. who are seconded on a full time basis to another public hospital or HammondCare Health and Hospital establishment for purposes of training.
- (l) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in permanent employment with HammondCare on successful completion of the Traineeship shall not be entitled to any severance payments.
- (m) Service as a Trainee shall be counted as service for the purposes of this Award and for any other legislative entitlement, consistent with that legislation.
- (v) Monitoring

- (a) The Department and Association agree that there will be ongoing monitoring of the operation of the provisions of this clause.

25. MOBILITY, EXCESS FARES AND TRAVELLING

For the purpose of this clause accustomed place of work shall mean the location where an employee is regularly required to commence duty by HammondCare.

- (i) An employee shall be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee shall travel to and from the alternative place of work in HammondCare's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, shall be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of HammondCare to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Schedule A, Item 9 of Table 2.
- (iii)
 - (a) Where HammondCare has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. HammondCare shall only make such a determination where it is reasonable in all the circumstances to do so.
 - (b) HammondCare shall give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" shall be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.
 - (c) Where the accustomed place of work is changed on a permanent basis by HammondCare, the employee shall report to the new accustomed place of work on the date specified by HammondCare.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved refer to clause 55 Dispute Settling Procedures of this Agreement.
- (iv)
 - (a) The provision of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.

- (b) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, shall be reimbursed.
- (c) Where the employee is required to report to an alternative place of work and has the prior approval of HammondCare to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as per Schedule A, Item 9 of Table 2.
- (v) No payment shall be made under this clause unless HammondCare is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of HammondCare.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

26. CAR ALLOWANCE

An employee who, with the approval of HammondCare, uses on official business a motor vehicle maintained primarily for other than official business, shall be paid an allowance based on the reimbursement rate specified in schedule A of this agreement.

27. PROVISION OF COMMUNICATION DEVICE

An employee who is required to visit clients away from a secure working environment shall, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

28. UNIFORM AND LAUNDRY ALLOWANCES

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of HammondCare, shall return any uniform or part thereof supplied by HammondCare which is still in use immediately prior to leaving.
- (iii) (a) In lieu of supplying uniforms and shoes to an employee, HammondCare shall pay the said employee the sum as set out in Schedule A, Item 10 of Table 2 per week, which includes a sum as set in Item 10 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in Item 10 per week shall also be paid.
- (b) In lieu of supplying stockings to a female employee HammondCare shall pay the employee the sum as set out in Schedule A, Item 10 of Table 2 per week. This subclause shall cease to have effect from the first full pay period on or after 1 July 2011.

- (c) In lieu of supplying socks to an employee, HammondCare shall pay the employee the sum as set out in Schedule A, Item 10 of Table 2 of Part B per week. This subclause shall cease to have effect from the first full pay period on or after 1 July 2011.
- (d) The allowances prescribed in this subclause continue to be payable during any period of paid leave.
- (iv) (a) If, in any HammondCare Health and Hospital establishment, the uniforms of an employee are not laundered at the expense of HammondCare, an allowance as set out in Schedule A, Item 11 of Table 2 per week shall be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.
- (v) Where HammondCare requires any employee to wear headgear, HammondCare shall provide headgear free of charge to the employee.
- (vi) Each employee whose duties regularly require them to work out of doors shall be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing shall be made available for use by other employees who in the course of their duties are exposed to wet weather.

29. HIGHER GRADE DUTY

- (i) An employee who is called upon by HammondCare to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days shall be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. HammondCare shall not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this Agreement continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by HammondCare, or HammondCare determines that the management position will no longer be occupied. HammondCare shall have appropriate regard to the sharing of acting arrangements for developmental purposes and equitable treatment of employees, but HammondCare shall not rotate duties in such a manner as to avoid the intentions of this subclause.

30. OVERTIME

- (i) (a) Subject to paragraph (b) of this subclause HammondCare may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;

- (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by HammondCare of the overtime and by the employee of his or her intention to refuse it;
 - (v) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry in which the employee works;
 - (viii) the nature of the employees role, and the employees level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging of hours terms in clause 10, Hours of Work and Free Time of Employees Other Than Directors of Nursing and clause 13 Hours of Work and Free Time of Directors of Nursing; and
 - (x) Any other relevant matter.
- (ii) (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) Employees employed pursuant to Part 1 of Clause 34, Part Time, Casual and Temporary Employees, (ie. Permanent Part-Time Employees) shall be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive No. PD2005_439 - On Call Roster. Overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving HammondCare's premises shall be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
- (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (b) Nurses cannot be compelled to take time off in lieu of overtime.
 - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where HammondCare is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
 - (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a

further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked. Provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part 1 of clause 34, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

- (vi) An employee recalled to work overtime after leaving HammondCare's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time shall be counted as time worked.
- (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause shall be allowed to the employee free of charge. Where HammondCare is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
 - (b) The allowance per meal shall be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2010-28 Review of Meal, Travelling and Other Allowances (as amended or replaced).
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 10, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall apply.
- (ix) An employee who works so much overtime:
 - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift; shall, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of HammondCare such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and he or she then shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime shall be reduced to eight hours in the following circumstances:
 - (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
 - (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.
 - (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 18, Special Allowances regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this sub-clause.

- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, ie. at the employee's base rate of pay.
- (xi) This clause shall not apply to Nurse Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - a) the Nurse Manager is employed in a small hospital that does not employ Nurse Managers to supervise the nursing services on evenings, nights and/or weekends; and
 - b) the Nurse Manager is required to work overtime due to the hospital having insufficient nursing staff available to be rostered on duty at the relevant time; and
 - c) the Nurse Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

31. ESCORT DUTY

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, shall be paid as working time under this agreement. Where applicable, overtime shall be payable.
- (ii) All reasonable out of pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport shall not be counted as working time;
 - (b) Periods in travelling shall count as working time.

32. PAYMENT AND PARTICULARS OF SALARIES

- (i) All salaries and other payments shall be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by HammondCare, must be the subject of consultation with employees, and with the Head Office of the Association.
- (ii) Employees shall have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by HammondCare in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of HammondCare making their deposits with such financial institutions but in such cases HammondCare shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.

- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 51, Termination of Employment, shall be paid all monies due to him/her prior to ceasing duty on the last day of employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- (iv) On each payday an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars; namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment:
 - i. If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - ii. If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by HammondCare to rectify the underpayment within three working days.
 - (b) Overpayment
 - i. In all cases where overpayments have occurred, HammondCare shall as soon as possible advise the employee concerned, in writing, of both the circumstances surrounding the overpayment and the amount involved. HammondCare will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - ii. Once so informed, the employee and HammondCare will meet in order to negotiate a reasonable repayment schedule. Should an employee wish, they may bring a representative with them to any such meetings. HammondCare may take appropriate action as available at law so as to recover those monies.

33. REGISTRATION PENDING

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse shall, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

34. PART-TIME, CASUAL AND TEMPORARY EMPLOYEES

PART I - PERMANENT PART-TIME EMPLOYEES

- (i) A permanent part-time employee is one who is permanently appointed by HammondCare to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that HammondCare must not utilise this provision in a manner which has

the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.

- (ii) The number of persons employed under Part 1 of this clause shall be limited so that the proportion of HammondCare Health and Hospital establishment's permanent part-time nursing workforce, expressed in full-time equivalents, shall not exceed 33 1/3 per cent of HammondCare Health and Hospitals establishment's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a HammondCare Health and Hospital establishment, resort may be had to the dispute settling procedures provided for in clause 55, Dispute Settling Procedures. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 15, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 28, Uniform and Laundry Allowances, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 13, Hours of Work and Free Time of Employees Other Than Directors of Nursing.

Employees shall accrue annual leave progressively during a year of service according to the employee's ordinary hours of work, up to a maximum of 38 hours per week. In the case of a part-time employee, accrual shall occur on a pro-rata basis. Annual leave will be credited to employees fortnightly. Annual leave accumulates from year to year.

- (iv) The provisions of subclauses (i), (v) to (xi) of clause 35, Annual Leave, and clause 36, Annual Leave Loading, shall apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 35 shall not apply.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee shall be entitled to observe the public holiday without loss of pay, ie. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there shall be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by HammondCare following consultation with employees and the Association. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (ix) In this Part, ordinary pay, for the purposes of personal/carer's leave and annual leave, shall be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part shall be entitled to all other benefits of this agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by HammondCare with less than 24 hours notice that the shift has been cancelled, the employee shall be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). HammondCare will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. HammondCare will not unreasonably withhold such agreement to this request.

PART II - CASUAL EMPLOYEES

A. General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 15, Salaries, plus a casual loading of 22%, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 28, Uniform and Laundry Allowances.
- (iii) The casual loading will apply on a transitional basis upon the commencement of this agreement and will increase in the following increments:

| First full pay period on or after | Casual Loading payable |
|-----------------------------------|------------------------|
| 1 July 2012 | 23% |
| 1 July 2013 | 24% |
| 1 July 2014 | 25% |

- (iv) With respect to a casual employee the provisions of clause 47, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 13, Hours of Work and Free time of Directors of Nursing; clause 30, Overtime; clause 35, Annual Leave; clause 21, Fares and Expenses; clause 25, Mobility, Excess Fares and Travelling, Clause 60, Learning and Development Leave, shall not apply.

Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 10, Hours of Work and Free Time of Employees Other Than Directors of Nursing.

- (v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 35, Annual Leave, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the allowance of 22 per centum prescribed in subclause (ii) of Part II in respect of such work.
- (vi) Where a casual employee has been notified by HammondCare of a time to commence an engagement and that engagement is subsequently cancelled by HammondCare with less than two hours notice, the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.
- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006.
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:

- (a) whether the employee will convert to full-time or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART III - TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of HammondCare, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee shall be paid in addition to all rates and allowances to which the said employee is entitled under this agreement, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 15, Salaries, of this agreement, provided that this subclause shall cease to apply upon:
 - (a) the said period of engagement being extended after the said period of 13 weeks;
 - (b) HammondCare and the employee agreeing during the said period of 13 weeks, that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act*, 1944.

35. ANNUAL LEAVE

- (i) Annual leave on full pay accrues progressively during a year of service according to the employee's ordinary hours of work on the basis of the following:
 - (a) Employees required to work on a seven day basis - six weeks annual leave.

- (b) All other employees - four weeks annual leave.

Employees shall accrue annual leave progressively during a year of service according to the employee's ordinary hours of work, up to a maximum of 38 hours per week. In the case of a part-time employee, accrual shall occur on a pro-rata basis. Annual leave will be credited to employees fortnightly. Annual leave accumulates from year to year.

This clause contains additional provisions which apply to employees, other than casual employees. The additional provisions are: Counter Leave and the ability to cash out annual leave, which are outlined below.

Public Holiday Entitlements

- (ii) (a) An employee to whom paragraph (a) of subclause (i) applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

- (b) To leave prescribed by paragraph (a) of subclause (i) there shall be added one working day or one half working day for each special public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.

- (c) A public holiday occurring on an ordinary working day shall be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.

- (e) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph shall apply to any public holiday falling during the period of annual leave.

- (iii) For the purpose of this subclause the following are to be public holidays viz., New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly

proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by HammondCare following consultation with the Association, or other suitable day as agreed between HammondCare and the Association. Such public holiday shall be regarded for all purposes of this clause as any other public holiday. This subclause shall apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

Annual Leave accrual, notice to take and counter leave

- (i) Employees shall accrue annual leave progressively during a year of service according to the employee's ordinary hours of work, up to a maximum of 38 hours per week. In the case of a part-time employee, accrual shall occur on a pro-rata basis. Annual leave will be credited to employees fortnightly and accrues from year to year.
- (ii) Paid annual leave may be taken for a period agreed between an employee and HammondCare, and requests by employees for such leave will not be refused unreasonably.
- (iii) Annual leave shall be given and taken either in one consecutive period or two periods, or if HammondCare and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both HammondCare and the employee. Where there is mutual agreement, HammondCare and the employee may agree to the employee taking more than 5 single days per year.
- (iv)
 - (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Nothing in this subclause shall prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued.
 - (c) HammondCare shall give each employee, where practicable, three months notice of the date upon which he or she shall enter upon leave and in any event, such notice shall not be less than 28 days.
- (v)
 - (a) Employees will be given the option of being paid their annual leave at the ordinary rate of salary either before commencing annual leave or in accordance with the normal pay cycle during leave.
 - (b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (ix) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.

- (vi) Except as provided in subclause (x) and (xi) of this clause payment for annual leave shall not be made or accepted in lieu of annual leave.
- (viii) Where the employment of an employee is terminated, the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause. Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006_096 Staff Mobility.
- (ix) (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

| Number of ordinary shifts worked on Sundays and/or public holidays during qualifying period of employment for annual leave purposes | Additional Annual Leave |
|--|--------------------------------|
| 4 to 10 | 1 day |
| 11 to 17 | 2 days |
| 18 to 24 | 3 days |
| 25 to 31 | 4 days |
| 32 or more | 5 days |

- (b) An employee entitled to additional annual leave under subclauses 35 (i) (a), 35 (xi) (a) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause shall not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006_096 Staff Mobility.

Cashing out of Annual Leave

In accordance with the relevant sections of the Fair Work Act, instead of taking annual leave to which the employee is entitled, an employee may request HammondCare to cash out a proportion of his/her annual leave entitlement provided that a total accrued entitlement to paid annual leave of not less than 4 weeks remains after the cashing out occurs.

Such payment in lieu of leave will be paid at the employee's ordinary salary applicable at the time that the election is made. Requests to cash out annual leave should be made by an employee in either June or December of each year in writing.

Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between HammondCare and the employee; and 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 foregone.

Annual leave loading, shift allowances and/or weekend penalties that would have been paid, had the employee taken the annual leave, is also payable when an employee cashes out a proportion of their annual leave entitlement.

36. ANNUAL LEAVE LOADING

Employees shall be paid an annual leave loading in accordance with NSW Health Policy Directive PD2006_089 Annual Leave.

37. FAMILY AND COMMUNITY SERVICES LEAVE

- (i) Family and Community Services ('FACS') Leave is a separate, stand alone entitlement.
- (ii) FACS Leave is available to all part time and full time employees covered by this Agreement in accordance with Parts A and D of this clause.
- (iii) FACS Leave is available to all casual employees covered by this Agreement in accordance with Part C of this clause.

A FACS Leave

- (iv) FACS leave - general

- (a) For the purpose of this clause relating to FACS Leave:

"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.

- (b) Employees have a responsibility to utilise FACS leave for appropriate reasons and must notify any absences in accordance with established procedures and provide documentation as required. HammondCare may grant FACS Leave to an employee:
 - (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (v) FACS Leave replaces Compassionate Leave however when FACS leave has been exhausted the employee may access compassionate leave as provided in the NES, see clause 44, Personal Carer's Leave (formerly known as sick leave).
- (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless HammondCare approves the grant of leave in the particular case.

Applications for FACS Leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

The use of FACS leave to attend court pursuant to clause 17, Leave for Matters arising from Family Violence, shall be governed by the provisions of clause 17.

(vii) FACS leave – entitlement

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:
 - 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,

whichever method provides the greater entitlement.

- (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle shall be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised shall be on actual hours absent from the rostered shift.
- (c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to an employee on the death of a relative or member of a household as defined in subclause (iv)(a) of this clause.

(ix) Use of other leave entitlements

HammondCare may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

An employee may elect, with the consent of HammondCare, to take annual leave; long service leave; or leave without pay.

B Flexible Work Practice Alternatives to Using FACS Leave

- (xv) Time off in lieu of payment of overtime to care for the person concerned
 - (a) An employee may elect, with the consent of HammondCare, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in sub-clause (x) above.

- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 30, Overtime.
- (xvi) Use of make-up time
 - (a) An employee may elect, with the consent of HammondCare, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 10, 11 and 13 of this Agreement, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of HammondCare, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 20 of this Agreement to the hours taken off.

38. LONG SERVICE LEAVE

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

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

- (b) Where the services of an employee with at least five years service and less than seven years service are terminated by HammondCare for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

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

- (ii) For the purposes of subclause (i) of this clause-

- (a) "Service" shall mean service:

- (1) as a full time and/or permanent part time employee in one or more NSW Health Services.
and
- (2) as a full time and/or permanent part time employee with any authority as prescribed in the *Transferred Officers Extended Leave Act 1961*, as amended. In

this instance, such service must meet the provisions of transfer prescribed in that Act.

- (b) Service shall not include-
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period of leave without pay not exceeding six months taken after the 12 March 1975;
 - (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
 - (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
 - (a) for each period of long service leave taken on full pay – the number of days so taken,
 - (b) for each period of long service leave taken on half pay – half the number of days so taken,
 - (c) for each period of long service leave taken on double pay – twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.

It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.
- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
 - a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
 - b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.
 - c) for each period of long service leave taken on half pay – annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
 - d) This subclause shall apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave shall be taken at a time mutually arranged between HammondCare and the employee.

- (viii) (a) On the termination of employment of an employee otherwise than by his or her death, HammondCare shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive No. PD2006_096 Staff Mobility.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this sub-clause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (ix) An employee shall be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (x) All employees employed under Part I – Permanent Part-Time Employees of Clause 34, Part-Time, Casual and Temporary Employees of this Award, will have such service counted for accrual of long service leave entitlement after 30 June, 1986. Such service shall include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay shall not be included for the purposes of the averaging calculation.

This calculation shall be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data HammondCare is to calculate the long service leave entitlement as follows:

- (a) In the first instance utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, HammondCare must calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation HammondCare shall consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 shall be determined according to subclause (x) of this clause.

- (xi) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the NSW Health Service on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the NSW Health Service shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xii) The following provisions apply only to employees employed in a hospital as at 12 March 1975:
 - (a) An employee employed
 - (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the Long Service Leave Act, 1955, as provided for in subclause (x) of this clause;
 - (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
 - (xiii) Employees employed under Part II – Casual Employees, Part III – Temporary Employees and Part IV – Savings Provisions of Clause 34, Part Time, Casual, and temporary Employees are entitled to accrue long service leave under the provisions of the Long Service Leave Act 1955, as amended, subject to meeting the provisions of that Act.

39. PARENTAL LEAVE

Eligibility and entitlements to Parental Leave consist of both unpaid and paid parental leave provisions in accordance with the *Fair Work Act 2009* and this clause. The entitlement to paid parental leave in this clause is additional to any entitlement an employee may have to paid parental leave under the *Paid Parental Leave Act 2010 (Cth)*. Parental Leave can be:

- maternity leave, in connection with a pregnancy or the birth of child;
- paternity or partner leave, for an employee whose partner is having a child;
- adoption leave, for parents who have adopted a child under 16 years of age.

The terms and conditions of the NES shall apply to this subclause, except where the terms and conditions in this clause are more generous.

- (i) All eligible employees covered by this Agreement are entitled to the provisions of this clause
 - (a) HammondCare must not fail to re-engage a regular casual employee because:
 - the employee or employee's spouse is pregnant; or
 - the employee is or has been immediately absent on parental leave.

The rights of HammondCare in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (iii) Liability for Superannuation Contributions

During a period of unpaid parental leave, the employee will not be required to meet the

employer's superannuation liability.

A Maternity Leave

(i) Eligibility for Paid Maternity Leave -

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

An employee who has once met the conditions for paid maternity leave will not be required to work again the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include personal/carer's leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act, 1987.

(ii) Portability of Service for Paid Maternity Leave -

Portability of service for paid maternity leave involves the recognition of service in a NSW Health Service for the purpose of determining an employee's eligibility to receive paid maternity leave. For example, where an employee moves between a New South Wales Health Service, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining an employee's eligibility for paid maternity leave, continuous service with an organisation that is part of the NSW Health Service will be recognised, provided that:

- (a) service was on a full-time or permanent part-time basis;
- (b) cessation of service with the former employer was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (c) the employee commences duty with the HammondCare on the next working day after ceasing employment with the former employer (there may be a break in service of up to two months before commencing duty with HammondCare provided that the new position was secured before ceasing duty with the former employer. However, such a break in service will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

(iii) Entitlement to Paid Maternity Leave -

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of

birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable an employee to remain on full pay for that period.

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D Right to Request of this clause.

(v) Applications -

An employee who intends to proceed on maternity leave should formally notify HammondCare of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

At least four weeks before the intended start date specified in the notice given above, the employee must:

- a) Confirm the intended start and end dates of the leave; or
- b) Advise HammondCare of any changes to the intended start and end dates of the leave.

(vi) Variation after Commencement of Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of HammondCare and otherwise with the consent of HammondCare. A minimum of fourteen days' notice must be given, although HammondCare may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 75 of the *Fair Work Act 2009*.

(vii) Staffing Provisions -

Any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

(viii) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, personal/carer's leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, personal/carer's leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(ix) Illness Associated with Pregnancy -

If, because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (personal/carer's, annual and/or long service leave) or to take personal/carer's leave without pay.

Where an employee is entitled to paid maternity leave, but because of illness, is on personal/carer's, annual, long service leave, or personal/carer's leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, HammondCare is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 81 of the *Fair Work Act 2009*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages -

In the event of a miscarriage any absence from work is to be covered by the current personal/carer's leave provisions

(xii) Stillbirth -

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take personal/carer's leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(xiii) Effect of Premature Birth on Payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position -

In accordance with section 84 of the Fair Work Act 2009 an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (iv)(a) of Part A of this clause or subclause (i)(b) of Part D of this clause is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under subclause (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under subclause (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(i) Eligibility -

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include personal/carer's leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers Compensation Act, 1987.

(ii) **Entitlement -**

(a) **Paid Adoption Leave -**

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an employee to remain on full pay for that period.

(b) **Unpaid Adoption Leave -**

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) **Applications -**

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify HammondCare as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

An employee is required to provide to HammondCare proof of the day of placement, or the expected day of placement, of the child; and that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.

(iv) **Variation after Commencement of Leave -**

After commencing adoption leave, an employee may vary the period of leave, once without the consent of HammondCare and otherwise with the consent of HammondCare. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) **Portability of Service for Paid Adoption Leave -**

As per maternity leave conditions.

(vi) **Staffing Provisions -**

As per maternity leave conditions.

(vii) **Effect of Adoption Leave on Accrual of Leave, Increments, etc**

As per maternity leave conditions.

(viii) **Right to return to previous position -**

As per maternity leave conditions.

C Partner Leave -

(i) **Eligibility**

To be eligible for partner leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

An employee who has once met the conditions for paid partner leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid partner leave, unless:

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include personal/carer's leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act 1987.

(ii) **Portability of Service for Paid Partner Leave**

As per maternity leave conditions.

(iii) **Entitlements**

Eligible employees whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child are entitled to a period of leave not exceeding 52 weeks which includes one week of paid leave, and may be taken as follows:

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short partner leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended partner leave).
- (c) The entitlement of one weeks' paid leave may be taken at anytime within the 52 week period and shall be paid:

- at the employee's ordinary rate of pay for a period not exceeding one week

- on full pay; or
- two weeks at half pay or the period of partner leave taken, whichever is the lesser period.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable an employee to remain on full pay for that period.

- (d) Extended partner leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in subclause (i)(a) of Part D Right to Request of this clause.

(iv) Applications

An employee who intends to proceed on partner leave should formally notify HammondCare of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave. In normal circumstances, this notice should be provided to HammondCare not less than four weeks before the extended parental leave is due to commence.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify HammondCare as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by their spouse or partner, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of HammondCare and otherwise with the consent of HammondCare. A minimum of fourteen days' notice must be given, although HammondCare may accept less notice if convenient.

(vi) Effect of Partner Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

A Right to Request

- (i) An employee entitled to maternity, adoption or partner leave may request HammondCare to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or partner leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended partner leave taken for a further continuous period of leave not exceeding 12 months;
 - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

- (ii) HammondCare 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 HammondCare's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and HammondCare's decision made under (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under subclause (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work.
 - (b) such application must be made as early as possible to enable HammondCare to make suitable staffing arrangements. At least four weeks notice must be given.
 - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive No. PD2005_154 Maternity Leave – Access to Reduced Hours for Staff Following Return.
 - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work ie. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
 - (e) It should be noted that employees who return from maternity, adoption or partner leave under this arrangement remain full time employees. Therefore the payment of any part time allowance to such employees does not arise.

B Communication During Leave

- (i) Where an employee is on maternity, adoption or partner leave and a definite decision has been made to introduce significant change at the workplace, HammondCare shall take reasonable steps to:

- (a) 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 the leave; and
 - (b) 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 leave.
- (ii) The employee shall take reasonable steps to inform HammondCare about any significant matter that will affect the employee's decision regarding the duration of 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 HammondCare of changes of address or other contact details which might affect HammondCare's capacity to comply with subclause (i).

40. MILITARY LEAVE

Employees shall be granted military leave in accordance with NSW Health Policy Directive No. PD2006_013 Leave to Undertake Defence Force Duties.

41. REPATRIATION LEAVE

Ex-servicemen/women shall be granted repatriation leave in accordance with NSW Health Policy Directive No. PD2006_095 Special Leave.

42. JURY DUTY

In accordance with the NES, jury duty payments are paid for the first ten days of absence from work only. HammondCare does not limit payment for jury duty, and the entitlement is outlined below.

All permanent Employees required to attend for jury service during ordinary working hours will be reimbursed by HammondCare an amount equal to the difference between the amount paid in respect of the Employee's attendance for jury service and the amount of ordinary hourly wage that the Employee would have received in respect of the ordinary time that the Employee would have worked had the Employee not been on jury duty.

If the Employee is required for jury duty he/she must notify HammondCare as soon as possible of the date upon which the Employee is required to attend. The Employee should also give HammondCare proof of attendance, the duration of that attendance and the amount received in respect of the jury duty.

43. CEREMONIAL LEAVE

An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the HammondCare.

44. PERSONAL/CARER'S LEAVE *(formerly known as Sick Leave)*

Paid Personal/Carer's Leave *(this section applies to employees other than casual employees)*

NES Entitlement to Personal/Carer's Leave

In accordance with the NES, for each year of service a full-time employee is entitled to 76 hours of paid personal/carer's leave. Permanent part-time employees will receive a pro rata entitlement based on their ordinary hours of work.

Accrual of personal/carer's leave

An employee shall be granted personal/carer's leave, in advance, for each year of continuous service. In the first year of employment only, (if an employee has no prior continuous service with a NSW Health Service), an employee's entitlement to paid personal/carer's leave accrued progressively for the first 6 months of continuous service according to the employee's ordinary hours of work.

Personal/carer's leave will be credited to employees fortnightly.

Paid personal/carer's leave is cumulative, is not paid out on termination of employment and cannot be cashed out.

Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

In this clause, the following are members of an employee's immediate family:-

your spouse (including a former spouse, a de facto spouse or a former de facto spouse), you and your spouse's child (including an adopted child, a step child, a foster child, an ex nuptial child or an adult child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee;

"de facto spouse" of an employee means a person of the opposite or same sex to the employee, who lives with the employee on a genuine domestic basis.

A relative of the employee who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

"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.

Personal/Carer's Leave while on Workers Compensation

An employee shall not be entitled to personal/carer's leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, HammondCare shall pay to an employee, who has personal/carer's leave entitlements under this clause, the difference between the amount received as workers compensation and full pay.

The employee's personal/carer's leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to

full pay. On the expiration of available personal/carer's leave, weekly compensation payments only shall be payable.

Use of other leave entitlements

HammondCare may grant an employee other leave entitlements for reasons related to family responsibilities. An employee may elect, with the consent of HammondCare, to take annual leave; long service leave; leave without pay; time off in lieu of payment for overtime; or make-up time.

Make-up time is worked when the employee takes time off during ordinary hours for personal/carer responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 10, at the ordinary rate of pay.

Unpaid Carer's leave (*this section applies to all employees including casual employees*)

Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

Taking unpaid carer's leave

An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in a & b above.

An employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and HammondCare agree.

An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

Compassionate Leave (*this section applies to all employees including casual employees*)

Entitlement to compassionate leave

An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

Taking compassionate leave

An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in a & b above or
- (b) after the death of the member of the employee's immediate family or household referred to above.

An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous 2 day period; or
- (b) 2 separate periods of 1 day each; or

(c) any separate periods to which the employee and his or her employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment for compassionate leave (other than for casual employees)

If an employee, other than a casual employee, takes a period of compassionate leave, HammondCare must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period.

For casual employees, compassionate leave is unpaid leave.

HammondCare must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part.

Notification & Documentation Requirements for all employees

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|---|---|
| Notice - as soon as reasonably practicable | <p>The employee must inform HammondCare as soon as reasonably practicable of their inability to attend for duty due to a personal illness or injury, or for compassionate leave reasons. Where reasonably practicable, such notice shall be given within 24 hours of the commencement of such absence in normal circumstances should be 2 hours before the commencement of their rostered shift. The employee will, as far as possible, inform HammondCare of the expected duration of the absence.</p> <p>HammondCare requires an employee to notify his or her Manager by telephone or by other means as agreed between the Manager and employee.</p> |
| Supporting documentation - as soon as reasonably practicable | <p>For any absence (except where in HammondCare's opinion the circumstances do not warrant such requirements):</p> <ul style="list-style-type: none">▪ Of more than 2 consecutive days and / or shifts <p>the employee must provide one of the following documents supporting the employee's reason for seeking absence from work:</p> <ul style="list-style-type: none">▪ if it is reasonably practicable to do so - a medical certificate from a registered health practitioner and a statement that, in the practitioner's opinion, the employee was, is or will be unfit for work because of a personal illness or injury; or▪ if it is not reasonably practicable for the employee to give HammondCare a medical certificate - a statutory declaration made by the employee which says that the employee was, is or will be unfit for work during the period because of a personal illness or injury. <p>For carer's leave applications the medical certificate or statutory declaration must state:</p> <ul style="list-style-type: none">▪ the name of the person requiring care and that person's relationship with the employee; and▪ the reasons for taking such leave (the employee is not required to state the exact nature of the relevant illness) and the estimated length of absence; and▪ that the person has (or will have) an illness or injury during |

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| | <p>the period or that the person is or was affected by an unexpected emergency and that the illness/injury is such as to require care or support by another person, in accordance with the requirements of the Fair Work Act.</p> <p>Please note HammondCare may require an employee to provide a medical certificate or statutory declaration for any absence, including a single day absence where deemed necessary. Where possible, on the day of return to work, the employee is also required to complete and submit a (personal/carer's) leave form request for approval by their manager.</p> <p>When accessing Compassionate leave the employee may be required to give HammondCare any evidence that HammondCare reasonably requires.</p> |
|--|--|

- (e) Where an employee is absent on personal/carer's leave for a total of 10 working days in any one year of service and has no personal/carer's leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no personal/carer's leave credit might exist. Such additional payment will not affect the subsequent year's personal/carer's leave entitlement, ie. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive No. PD2006_094.
- (ii) HammondCare shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of personal/carer's leave merely by reason of the fact that she or he is on personal/carer's leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing shall not be broken by:
 - (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (ie a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee shall be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;
 - (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;

- (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this Agreement and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence shall not be counted as service for the purpose of calculating personal/carer's leave.
- (vi) Subject to the provision of a satisfactory medical certificate and personal/carer's leave being due, annual leave or long service leave (extended leave) shall be recredited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that HammondCare is satisfied on the circumstances and the nature of the incapacity.

45. GRADING COMMITTEE

A Committee consisting of two representatives of HammondCare and two representatives of the Association shall be constituted to consider:

- (a) any request or proposal to establish or alter the grading of positions of Nursing Unit Manager;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee shall, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

46. GRADING OF NURSE MANAGER POSITIONS

- (i) All positions of Nurse Manager, as defined in Clause 9, Definitions of this Agreement shall be graded by HammondCare in accordance with the Work Level Statements set out in Schedule 1 to this agreement.
- (ii) HammondCare may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where HammondCare is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with HammondCare and, if still dissatisfied, may apply for a review of the grading by the Department of Health and the Association at a central level.

- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (iii) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

47. DEPUTY DIRECTORS OF NURSING, ASSISTANT DIRECTORS OF NURSING

- (i) The following appointments shall be made in HammondCare with adjusted daily averages of occupied beds as specified hereunder:
 - Less than 150 beds - a Deputy Director of Nursing
 - 150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.
- (ii) Appointments under subclause (i) of this clause shall be made within two calendar months of the date this Agreement becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at HammondCare, shall be deemed to be appointed until such time as another appointment is made by HammondCare.
- (iii) This clause shall not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

48. PROPORTION

Except in cases of emergency not more than four enrolled nurses and/or assistants in nursing to each registered nurse shall be employed in a HammondCare Health and Hospital establishment and for this purpose a Director of Nursing shall count.

49. MEDICAL EXAMINATION OF NURSES

See NSW Health Policy Directive No. PD2005_186 Employment Health Assessment Policy and Guidelines.

50. DOMESTIC WORK

Except as hereinafter provided, nurses shall not be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandahs or any duties which are generally performed by classifications other than nursing staff, but this provision shall not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

51. TERMINATION OF EMPLOYMENT

- (i) Except for misconduct justifying summary dismissal, the services of an employee shall be terminated only by the following notification periods,

| Employee's period of continuous service with the employer at the end of the day the notice is given | Notice Period |
|--|----------------------|
| Not more than three years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

or by payment of the relevant notification period in lieu thereof.

- (ii) in the case of a Director of Nursing the employment shall be terminated only by twenty-eight days notice or by the payment of twenty-eight days salary in lieu thereof.
- (iii) The notification period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.
- (iv) No employee shall, without the consent of HammondCare, resign without having given fourteen days notice (or in the case of a Director of Nursing and Nurse Manager, twenty eight days notice) of their intention to resign. .
- (v) If the employee fails to give or does not complete the required notice period, HammondCare will only pay the employee up to the date they last worked plus all accrued entitlements owing.
- (vi) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 10, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.
- (vii) Upon the termination of the services of an employee, HammondCare shall provide the employee with a written statement, duly signed by or on behalf of HammondCare, setting out the period of the employment and the capacity in which the employee was employed.

52. REDUNDANCY PAYMENTS

When calculating redundancy payments for employees engaged before the commencement of this Agreement, HammondCare must consider both redundancy payment options listed below and whichever option provides for a greater payment to the employee must be applied.

For employees engaged before the commencement of this Agreement with HammondCare:

In addition to the period of notice prescribed for ordinary termination in clause 51, Termination of Employment, of this Agreement, where the employee has greater than 12 months continuous service the employee will be entitled to a redundancy payment of 3 weeks per year of continuous service to a maximum of 39 weeks (13 years service), with pro-rata payments for incomplete years of service to be on a quarterly basis and irrespective of whether that continuous service was full time, part-time or a combination of both. Where the below-mentioned redundancy payment is more generous for employee engaged before the commencement of this Agreement, it shall apply.

For employees engaged after the commencement of this Agreement with HammondCare:

In addition to the period of notice prescribed for ordinary termination in clause 51, Termination of Employment, of this Agreement, the employee will be entitled to the following amount of redundancy pay in respect of a continuous period of service:

| Years of service | Under 45 years of age | 45 years of age and over |
|------------------------------|------------------------------|---------------------------------|
| Less than 1 year | 0 | 0 |
| 1 year and less than 2 years | 4 weeks pay | 5 weeks pay |

| | | |
|-------------------------------|--------------|----------------|
| 2 years and less than 3 years | 7 weeks pay | 8.75 weeks pay |
| 3 years and less than 4 years | 10 weeks pay | 12.5 weeks pay |
| 4 years and less than 5 years | 12 weeks pay | 15 weeks pay |
| 5 years and less than 6 years | 14 weeks pay | 17.5 weeks pay |
| 6 years and over | 16 weeks pay | 20 weeks pay |

For the purpose of this clause, “continuous service” means any service with HammondCare and in addition any service with the New South Wales Health Service (as defined).

53. SKILLS FLEXIBILITY

- (i) HammondCare may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) HammondCare may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by HammondCare pursuant to sub-clause (i) and (ii) shall be consistent with HammondCare's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

54. RIGHT OF ENTRY

See Part 3-4, Right of Entry, of the *Fair Work Act 2009*.

55. DISPUTE SETTLING PROCEDURES

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any HammondCare hospital, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Operations Manager/Director of Nursing (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the General Manager, Health and Hospitals, in consultation with People Services.. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If a dispute is unable to be resolved at the workplace, and all appropriate steps under paragraphs (i)-(iv) have been taken, a party to the dispute may refer the dispute to Fair Work Australia . Unless the parties agree otherwise, Fair Work Australia is expressly permitted by this Agreement to perform any function that it considers appropriate to ensure the settlement of the dispute. Without limiting the scope of such functions, they shall include mediation,

conciliation and/or arbitration. HammondCare or an employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

HammondCare must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (viii) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (ix) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

56. SALARY PACKAGING

- (i) By agreement with HammondCare, employees may elect to package a part or all of their salary in accordance with this clause, to obtain a range of benefits as set out in NSW Policy Directive PD2007_076 Salary Packaging Policy and Procedure Manual. Such election must be made prior to the commencement of the period of service to which the earnings relate. Where an employee also elects to salary sacrifice to superannuation under this award, the combined amount of salary packaging/sacrificing may be up to 100 per cent of salary.

Any salary packaging above the fringe benefit exemption cap will attract fringe benefits tax as described in paragraph (iv) below.

- (ii) Where an employee elects to package an amount of salary:
 - (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation withholdings by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, shall mean the award salary as specified in Clause 15, Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are

not limited to superannuation payments, HELP payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on Public Benevolent Institutions (PBI's), which provides for a fringe benefits tax exemption cap of \$30,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$30,000. Where the grossed-up value exceeds the cap, HammondCare is liable to pay fringe benefits tax on the amount in excess of \$30,000, but will pass on this cost on to the employee. HammondCare's share of savings, the combined administration cost, and the value of the packaged benefits, are deducted from the pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on PBI's is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and HammondCare shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.
- (ix) HammondCare and the employee shall comply with the procedures set out in the NSW Health Services Salary Packaging Policy and Procedure Manual.

57. DEDUCTION OF UNION MEMBERSHIP FEES

- (i) The union shall provide HammondCare with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise HammondCare of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to HammondCare at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, HammondCare shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised HammondCare to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" shall be defined as no less than monthly.
- (v) Unless other arrangements are agreed to by HammondCare and the union, all union membership fees shall be deducted on a fortnightly basis.

- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

58. STAFFING ARRANGEMENTS

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) HammondCare has a responsibility to provide reasonable workloads for nurses.

(iii) Principles

The following principles shall be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II – IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client shall be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.
- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
- (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
- (g) An employee shall not be required to work an unreasonable amount of overtime.
- (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
- (i) Existing minimum staffing levels to ensure safe systems of work and patient safety shall continue to apply.
- (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.

(iv) Staffing and Specialties

The Association, the Department and HammondCare agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and this Agreement may be varied by consent to reflect any such agreement.

Section I: Replacement of Absences

- (a) When an unplanned absence occurs (e.g. due to unexpected personal/carer's leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

Section II: Nursing Hours Wards and Units

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
 - 1. All Types of Critical Care Units:
 - Intensive Care Units
 - High Dependency Units
 - Coronary Care Units
 - Burns Units
 - Neo-natal Intensive Care Units
 - 2. Day Only Wards
 - 3. Day of Surgery Wards
 - 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc)
 - 5. Paediatrics
 - 6. Drug & Alcohol
 - 7. All Midwifery Services:
 - Antenatal
 - Post Natal, Nurseries
 - Delivery & Birthing Suites
 - 8. 23 Hour Wards
 - 9. Fast track wards
 - 10. Transition Wards (slow stream)
 - 11. Medical Assessment Units

12. Medical/Surgical Acute Care Units (MACU & SACU)
 13. Wards/Units attached to Emergency Departments:
 - Psychiatric Emergency Care Centres (PECC)
 - Observation wards
 - Emergency Medical Units (EMUs)
- (c) The staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
 - (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A facilities, being Principal Referral Hospitals, accounted for over the period of a week
 - (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Metropolitan and Major Non – Metropolitan Hospitals, accounted for over the period of a week
 - (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week.
 - (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
 - (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
 - (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.
 - (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week.
 - (k) The specified staffing set out above shall be implemented progressively in accordance with a timetable agreed between the Department and the Association, with full effect from 1 July 2013.
 - (l) At the time the new staffing levels referred to in Section II subclauses d) to j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between HammondCare and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
 - (m) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

| | | | | |
|----------------------------|-----------|--|-------------------------------|-------------|
| NHPPD: | 6 | <i>which delivers the following nursing hours:</i> | Average Hours Per Day: | 156 |
| Number of Patients: | 26 | | Hours Per Week: | 1092 |

| | MORNING | | | AFTERNOON | | | NIGHT | | |
|------------------------------|------------------------|--------------------------|--|------------------------|--------------------------|--|------------------------|--------------------------|--------------------|
| | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | Total Hours |
| Shift Length in hours | 8 | | 8 | 8 | | 8 | 10 | | |
| Monday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 1 | 4 | 1: 6.5 | 160 |
| Tuesday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 1 | 4 | 1: 6.5 | 160 |
| Wednesday | 6.5 | 1: 4 | 0 | 6 | 1: 4.3 | 1 | 4 | 1: 6.5 | 148 |
| Thursday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 1 | 4 | 1: 6.5 | 160 |
| Friday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 1 | 4 | 1: 6.5 | 160 |
| Saturday | 6 | 1: 4.3 | 1 | 6 | 1: 4.3 | 1 | 4 | 1: 6.5 | 152 |
| Sunday | 6 | 1: 4.3 | 1 | 6 | 1: 4.3 | 1 | 4 | 1: 6.5 | 152 |
| | | | | | | | Hours Per Week: | | 1092 |

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

Example Table 2

| | | | | |
|----------------------------|-----------|--|-------------------------------|-------------|
| NHPPD: | 6 | <i>which delivers the following nursing hours:</i> | Average Hours Per Day: | 156 |
| Number of Patients: | 26 | | Hours Per Week: | 1092 |

| | MORNING | AFTERNOON | NIGHT |
|--|----------------|------------------|--------------|
|--|----------------|------------------|--------------|

| | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | *In Charge with no allocated patients | Number of Staff | #Equivalent Ratio | Total Hours |
|------------------------------|-----------------|-------------------|---------------------------------------|-----------------|-------------------|---------------------------------------|------------------------|-------------------|-------------|
| Shift Length in hours | 8 | | 8 | 8 | | 8 | 10 | | |
| Monday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 0 | 4 | 1: 6.5 | 152 |
| Tuesday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 0 | 4 | 1: 6.5 | 152 |
| Wednesday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 0 | 4 | 1: 6.5 | 152 |
| Thursday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 0 | 4 | 1: 6.5 | 152 |
| Friday | 7 | 1: 3.7 | 0 | 7 | 1: 3.7 | 0 | 4 | 1: 6.5 | 152 |
| Saturday | 8 | 1: 3.3 | 0 | 8 | 1: 3.3 | 0 | 4 | 1: 6.5 | 168 |
| Sunday | 8 | 1: 3.3 | 0 | 7.5 | 1: 3.5 | 0 | 4 | 1: 6.5 | 164 |
| | | | | | | | Hours Per Week: | | 1092 |

Notes: # Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. * In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (n) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (o) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the 'number of patients'. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (p) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (q) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (r) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
 - 1. deployment of nurses from other wards/units;
 - 2. additional hours for part time staff;
 - 3. engagement of casual/agency nursing staff;

4. overtime;
5. prioritisation of nursing activities on the ward/unit;
6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and the concurrence of the General Manager, Health and Hospitals, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

(s) Spot Check

1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
2. At any time a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
7. The outcome of the spot check will be made available to the Reasonable Workload Committee.

(t) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards

1. To determine the 'number of patients' add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
2. Then take the applicable NHPPD figure (eg 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above eg 24.
3. In this example, $6 \times 7 \times 24 = 1,008$ nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
5. The spot check would require the completion of this calculation for four consecutive weeks.

(u) Annual Leave relief

1. The annual leave 'relief' factored into the calculation of the total required FTE reflects the annual leave entitlements under this Agreement for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

(v) Relief for Personal/Carer's Leave, FACS Leave & Mandatory Education

To account for personal/carer's leave, FACS leave and mandatory education, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Department, on request by either party.

Section VI: Inpatient Mental Health Staffing Arrangements

- (a) The following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II from the date of implementation of nursing hours in these wards/units) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workload issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
 1. Forensic Units;
 2. Child & Adolescent Units;
 3. Older Adult;
 4. Psychiatric Emergency Care Centres (PECC);
 5. Rehabilitation;
 6. Extended Care Units.
- (c) When determining the nursing productive FTE the following should be considered:
 1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
 3. Categories:
 - The number of inpatients requiring 1 staff or more to 1 patient;
 - The number of inpatients requiring close observation;
 - The number of inpatients assessed requiring sighting at regular intervals;
 - The number of inpatients nearer to going home.

4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
6. Level of vulnerability / potential of exploitation from others (such as sexual safety, financial exploitation);
7. Age of patient and co-morbidities;
8. Patients with a dual diagnosis;
9. Type of facility and unit (eg Closed / Open Units);
10. Design of unit;
11. Number of beds available;
12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
 - (i) The available level of support staff (eg ward clerks, medical officers, patient support officers, allied health staff);
 - (ii) Teaching and research activities;
 - (iii) Provision of nurse escorts;
 - (iv) Ward geography; and
 - (v) Data entry/documentation including MH-OAT.

(d) When determining the nursing non-productive FTE required:

1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
2. No less than two weeks (10 days) of personal/carer's/FACS leave and mandatory education relief per productive FTE must be included.
3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
4. Assess impact on staff for workers' compensation / return to work programs on the FTE required.

(e) General

1. Nursing Unit Managers, Clinical Nurse Educators, Clinical Nurse Consultants and Nurse Practitioners do not carry a direct clinical load.
2. Consideration should be given to the evolution of future clinical roles in nursing.
3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.

4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

Section VII: Community and Community Mental Health Staffing Arrangements

- (a) The following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) shall be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks (30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.
- (d) Funded / budgeted FTE must include no less than two weeks (10 days) of personal/carer's / FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick (personal/carer's) / FACS / mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, eg. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, shall not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction.

Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.

- (i) Community Health Services must have the ability to maintain a “pool” of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However this should not be seen as a method of covering unfilled vacancies or ongoing personal/carer’s leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities eg. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

Section IX: Transitional arrangements for GWCT wards

- (a) This section will continue to apply until the implementation timetable set out at Section II (k) is completed in that ward or unit.
- (b) The General Workload Calculation Tool possesses the following key characteristics:
 1. Value of the nursing weight - In applying the general workload calculation tool, a nursing weight of 1 is equal to 4.8 nursing hours per patient day (NHPPD).
 2. Average nursing intensity - For each ward or unit in which the tool is applied, the average nursing intensity for that ward or unit is obtained by applying AN-DRGs case mix data for all patients in the ward, viz, the data is to be comprehensive, validated, and for a uniform period. The AN-DRG Version 4.1 Nursing Service Weights are applied.
 3. Occupancy rate – The application of average annual occupancy rates in the general workload calculation tool is:
 - for wards/units with occupancy rates 85% and over – a rate of 100% applies;
 - for wards/units with occupancy rates between 75% and 84.9% - a rate of 85% applies; and
 - for wards/units with an occupancy rate below 75% - the actual occupancy rate applies.

The occupancy rate is the percentage count of the number of inpatients accommodated at around midnight each day, as recorded in the 'Daily Record Book' (or its computerised equivalent), divided by available beds, on an annualised basis."

4. Available beds – The average number of available beds is calculated, to account for changes in this figure during the course of a year.
5. Length of shifts – The length of shifts reflects those rostered to be worked in the ward or unit.
6. Minimum staffing levels - Use of the general workload calculation tool does not displace present minimum staffing requirements to ensure safe systems of work and patient safety.
7. Coverage - The general workload calculation tool is applied to calculate staffing levels for those nursing staff providing direct clinical care. It is not applied to positions such as Nursing Unit Manager, Clinical Nurse Educator, Clinical Nurse Consultant, dedicated administrative support staff and wards persons.
8. Application and monitoring – the general workload calculation tool will be applied to the ward or unit on an annual basis, and with the ability for the Nursing Unit Manager to monitor monthly.
9. Relief for Annual leave – The annual leave 'relief' factored into the tool reflects the annual leave entitlements under this Award for the employees arising from their actual shift patterns. However, this figure may be adjusted when applying the tool at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.

If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the general workload calculation tool should be applied again in light of those altered circumstances and staff deployment.

10. Relief for Personal/Carer's Leave, FACS Leave and Mandatory Education - To account for these factors, a figure of two weeks (equating to 76.0 hours based on a 38 hour week) per annum is factored into the general workload calculation tool. This figure is subject to joint review by HammondCare, the Association and the Department, on request by either party.
11. Other factors – In agreeing that the tool is a means of facilitating informed discussion and decision making about nursing workloads, there are a range of other factors to consider. These factors include but need not be limited to patient type (for example, high dependency patients, day only patients, patients requiring close observation, patients awaiting nursing home placement); the available level of support staff (ward clerks, lifting teams etc); teaching and research activities; provision of nurse escorts; emergency presentations in smaller facilities; and ward geography.

Staffing of wards/units will be planned using 1 = 4.8 NHPPD as the value of the nursing weight. It is recognised that application of this value will be subject to variation to account for these other factors or over shorter periods of time. If there is continued variation from this value in practice, the issue will be considered by the relevant Reasonable Workload Committee.

12. Exclusions - the general workload calculation tool is not to be applied to:
 - intensive care units;
 - high dependency units;
 - specialty designated coronary care units;
 - specialist burns units;
 - emergency departments;

- operating theatres;
 - midwifery services;
 - intensive care mental health units;
 - mental health admitted patient units
 - community nursing;
 - community mental health nursing; and
 - Multi-Purpose Services.
- (c) The name and key characteristics of the general workload calculation tool may be amended by agreement from time to time, and the Public Sector Award will be varied to reflect the amendment.

Section X: Hospital Listings

HammondCare will monitor the following lists, published by the Department on their website updated annually.

1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;

(v) Role of Reasonable Workload Committees

- (a) Reasonable Workload Committees shall be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
- (b) The committees by their operation shall not alter the rights and obligations of management to decide nursing workload matters.
- (c) HammondCare Health and Hospital establishments shall monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System shall be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Health Department and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this Agreement.

(vi) Structure of Reasonable Workload Committees

- (a) Upon request by the Association, nurse(s) employed in a HammondCare Health and Hospital establishment, or HammondCare, a Reasonable Workload Committee shall be established for the relevant hospital. Such requests shall be made to the Director of Nursing/Operations Manager of the relevant site. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and HammondCare that covers more than one HammondCare Health and Hospital establishment .

Upon request by the Association or an employer a reasonable workload committee shall also be established for the relevant Local Health Network.

- (c) Each Reasonable Workload Committee shall comprise equal representation of employees and HammondCare. Employee representation shall be determined by the Association. HammondCare representation shall be determined by HammondCare as appropriate. Committee size will be determined by agreement between the Association and HammondCare. Every endeavour shall be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
- (d) The committees shall meet with a frequency determined by each committee, having regard to issues and information to hand.
- (e) The committee members and the parties they represent shall make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort shall also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent shall make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
- (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time shall be deemed to be time on duty and remunerated accordingly. Wherever possible, this time shall occur during the ordinary hours of work.

(vii) Grievances in relation to workload

- (a) Notwithstanding the provisions specified in sub-clauses (ii) to (iii) of Clause 48 – Disputes in this Agreement, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
- (b) A grievance in relation to such matter shall first be raised at the local ward/unit level with the Nursing Unit Manager responsible (or the appropriate manager).
- (c) If the matter remains unresolved, it should be referred to the Director of Nursing/Operations Manager.
- (d) If the matter remains unresolved, it should be referred to the appropriate hospital reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health Network or Statutory Health Corporation committee under subclause (v) (b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of sub-clauses (iv) to (ix) of Clause 48 – Disputes in this Award.

59. TRADE UNION ACTIVITIES

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by HammondCare to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act, 2000* and the *Occupational Health and Safety Regulation 2001*;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,by agreement with HammondCare, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of HammondCare;
- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association shall have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to the relevant Operations Manager/DON, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

B. Trade Union Leave Activities

The granting of trade union leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;

- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer or HammondCare for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which paid trade union leave for such courses will be granted shall be negotiated between HammondCare and the Association.
- (ii) courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, ie. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) HammondCare not being responsible for any travelling and associated expenses incurred in attending such courses;
 - (d) attendance being confirmed in writing to HammondCare by the Association or a nominated training provider."

D. On-Loan Arrangements

Subject to the operational requirements of the workplace, "on loan" arrangements will apply to the following activities:

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (a) as an Executive Member; or
 - (b) a member of a Federal Council; or
 - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;

- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (a) HammondCare will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
 - (b) HammondCare will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between HammondCare and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach HammondCare in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where HammondCare and the Association cannot agree on the on loan arrangement, the matter will be referred in accordance with the Dispute Settling Procedures clause in this Agreement.

E. Period of Notice for Trade Union Activities

HammondCare must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

F. Access to Facilities by Trade Union Delegates

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between HammondCare and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to HammondCare about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to HammondCare well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by HammondCare are used reasonably and properly; and
- (vii) advise HammondCare of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

Where time is required for Association activities in accordance with this Agreement the responsibilities of the workplace management are to:

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (v) recredit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this Agreement, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this Agreement, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20 of this Agreement and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from HammondCare, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this Agreement.
- (iv) The "on loan" arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on HammondCare by the Association or the staff member.

60. LEARNING AND DEVELOPMENT LEAVE

(i) Definitions

The following definitions apply in this clause:

“Learning and Development Leave” includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of HammondCare-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be ‘on duty’:

- in-house courses or activities
- mandatory training and education.

“Educational institutions” are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) **General**

- (a) Learning and development is a shared responsibility between HammondCare and the individual. Employees should be prepared to pursue their own development and HammondCare should promote an environment that supports individual initiative.

HammondCare will follow policy directives relating to learning and development to ensure that all employees receive appropriate learning opportunities.

- (c) HammondCare is responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the business. HammondCare are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.

- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.

- (e) Nurses wishing to attend a part time postgraduate course of study who are working shiftwork are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.

- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless HammondCare offers scholarships or other forms of financial assistance.

(iii) **Eligibility**

- (a) Access to Learning and Development Leave is at the discretion of HammondCare. It should be made available to all eligible employees to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of Health Service delivery.

- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) **Types and amount of leave**

(a) Seminars, conferences and short courses

- (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave, or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
- (2) The amount of leave is at the discretion of HammondCare. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service and HammondCare.

(b) Tertiary Study

When developing local learning and Development Leave policy for tertiary study HammondCare will advise employees of local approval arrangements.

- (2) Leave is not to be approved for failed or repeated subjects.

(c) Face to face

- (1) The amount of leave granted is at the discretion of HammondCare. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by HammondCare.

(d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and HammondCare.

(v) **Payment for Leave**

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

61. CAREER BREAK SCHEME

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) HammondCare will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by HammondCare
- (v) HammondCare will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. HammondCare will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) HammondCare will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) HammondCare will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.

- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) HammondCare will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, personal/carer's leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at HammondCare. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to HammondCare, and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by HammondCare, an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Public

Health System Nurses' And Midwives' (State) Award 2011 or this agreement. However, this does not prevent work in the NSW Health Service in another position not covered by these industrial instruments.

- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and HammondCare, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the Department of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

62. OCCUPATIONAL HEALTH AND SAFETY FOR EMPLOYEES OF CONTRACTORS AND LABOUR HIRE BUSINESSES

- (i) This clause arises from the Secure Employment Test Case 2006. For the purposes of this subclause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

63. NSW HEALTH POLICY DIRECTIVES

In accordance with the conditions of funding arrangements agreed between the NSW Department of Health and HammondCare, HammondCare will comply with Policy Directives or other directions and policies issued by NSW Health dealing with terms and conditions of employment that apply to Affiliated Health Organisations – Non Declared.

64. COMMITMENTS DURING TERM OF THIS AGREEMENT

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
 - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
 - b) improved Severe Chronic Disease Management (SCDM);
 - c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - d) enhanced Healthcare Associated Infections (HAI) control;
 - e) improved clinical hand-over procedures;
 - f) reduction in medication errors;
 - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - h) improved Nursing/Midwifery Unit Manager capabilities;
 - i) improved Drug & Alcohol Consultation liaison;
 - j) improved Management of Patient Deterioration;
 - k) management of ambulatory care sensitive conditions;
 - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Department, participation in, the following safety and quality initiatives:
 - a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;

- d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make subsequent to 30 June 2013 covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Department to such claims.
- (iv) In accordance with the 18 September 2009 Decision of the Industrial Relations Commission of New South Wales in Public Health System Nurses' and Midwives' (State) Award [2009] NSWIRComm 129 ("the Nurses' Night Shift Case") and specifically paragraphs 99 and 100 of that Decision, the parties may continue to progress and finalise matters as permitted and provided for by that Decision.

65. Schedule A

HammondCare Health and Hospitals Nurses Enterprise Agreement 2011

Monetary Rates

Table 1 Salaries

| Classification | FFPP 1/07/2010 3.9% | FFPP 1/07/2011 3% | FFPP 1/07/2012 2.5% |
|---|---------------------------|----------------------|---------------------------|
| Assistant in Nursing | | | |
| 1st year | 707.60 | 728.80 | 747.00 |
| 2nd year | 730.00 | 751.90 | 770.70 |
| 3rd year | 753.00 | 775.60 | 795.00 |
| 4th year and Thereafter | 776.30 | 799.60 | 819.60 |
| Trainee Enrolled Nurse | | | |
| 1st year | 707.60 | 728.80 | 747.00 |
| 2nd year | 730.00 | 751.90 | 770.70 |
| 3rd year | 753.00 | 775.60 | 795.00 |
| 4th year and Thereafter | 776.30 | 799.60 | 819.60 |
| Enrolled Nurse without medication qualification | | | |
| 1st year | 868.20 | 894.20 | 916.60 |
| 2nd year | 887.40 | 914.00 | 936.90 |
| 3rd year | 906.40 | 933.60 | 956.90 |
| 4th year | 925.50 | 953.30 | 977.10 |
| 5th year and Thereafter | 945.00 | 973.40 | 997.70 |
| Special Grade | 974.40 | 1003.60 | 1028.70 |
| Enrolled Nurse | | | |
| 1st year | 887.40 | 914.00 | 936.90 |
| 2nd year | 906.40 | 933.60 | 956.90 |
| 3rd year | 925.50 | 953.30 | 977.10 |
| 4th year | 945.00 | 973.40 | 997.70 |
| 5th year and Thereafter | 964.30 | 993.20 | 1018.00 |
| Special Grade | 993.90 | 1023.70 | 1049.30 |
| Nurse undergoing pre-registration training otherwise than as a student nurse | 848.90 | 874.40 | 896.30 |
| Registered Nurse | | | |
| 1st year | 984.50 | 1014.00 | 1039.40 |
| 2nd year | 1038.10 | 1069.20 | 1095.90 |
| 3rd year | 1091.60 | 1124.30 | 1152.40 |
| 4th year | 1149.10 | 1183.60 | 1213.20 |
| 5th year | 1206.10 | 1242.30 | 1273.40 |
| 6th year | 1262.90 | 1300.80 | 1333.30 |
| 7th year | 1327.90 | 1367.70 | 1401.90 |
| 8th year and Thereafter | 1382.50 | 1424.00 | 1459.60 |
| Classification | FFPP 1/07/2010 3.9% | FFPP 1/07/2011 3% | FFPP 1/07/2012 2.5% |
| Clinical Nurse Specialist | | | |
| Grade 1, Year 1 and Thereafter | 1438.70 | 1481.90 | 1518.90 |
| Grade 2, Year 1 | 1545.50 | 1591.90 | 1631.70 |

| Classification | FFPP 1/07/2010 3.9% | FFPP 1/07/2011 3% | FFPP 1/07/2012 2.5% |
|---|--|---|--|
| Grade 2, Year 2 and Thereafter | 1596.10 | 1644.00 | 1685.10 |
| Clinical Nurse Educator Year 1 Year 2 and Thereafter | 1496.90 1545.50 | 1541.80 1591.90 | 1580.30 1631.70 |
| Nurse Educator Grade 1, Year 1 Grade 1, Year 2 and Thereafter 4th year as at 1/7/08 Grade 2, Year 1 Grade 2, Year 2 and Thereafter Grade 3, Year 1 Grade 3, Year 2 and Thereafter | 1681.40 1729.40 1769.10 1799.80 1835.40 1905.90 1941.40 | 1731.80 1781.30 1822.20 1853.80 1890.50 1963.10 1999.60 | 1775.10 1825.80 1867.80 1900.10 1937.80 2012.20 2049.60 |
| Nursing Unit Manager Level I Level II Level III | 1734.30 1816.60 1865.50 | 1786.30 1871.10 1921.50 | 1831.00 1917.90 1969.50 |
| Clinical Nurse Consultant (appointed prior to 31/12/99) | 1769.10 | 1822.20 | 1867.80 |
| Clinical Nurse Consultant Grade 1 1st year 2nd year and Thereafter | 1729.40 1764.80 | 1781.30 1817.70 | 1825.80 1863.10 |
| Clinical Nurse Consultant Grade 2 1st year 2nd year and Thereafter | 1799.80 1835.40 | 1853.80 1890.50 | 1900.10 1937.80 |
| Clinical Nurse Consultant Grade 3 1st year 2nd year and Thereafter | 1905.90 1941.40 | 1963.10 1999.60 | 2012.20 2049.60 |
| Mothercraft Nurse 1st year 2nd year 3rd year 4th year 5th year 6th year 7th year 8th year 9th year and Thereafter <i>Mothercraft Nurses employed after 31st December, 1988 will be classified and paid as Enrolled Nurses.</i> | 933.50 963.30 998.00 1031.60 1065.60 1101.00 1124.40 1149.30 1173.20 | 961.50 992.20 1027.90 1062.50 1097.60 1134.00 1158.10 1183.80 1208.40 | 985.50 1017.00 1053.60 1089.10 1125.00 1162.40 1187.10 1213.40 1238.60 |
| Residential Care Nurses 1st year | 847.10 | 872.50 | 894.30 |

| Classification | FFPP 1/07/2010 3.9% | FFPP 1/07/2011 3% | FFPP 1/07/2012 2.5% |
|-----------------------------------|------------------------------------|------------------------------|------------------------------------|
| 2nd year | 864.00 | 889.90 | 912.10 |
| 3rd year | 881.10 | 907.50 | 930.20 |
| 4th year | 901.20 | 928.20 | 951.40 |
| 5th and Thereafter | 917.90 | 945.40 | 969.00 |
| Nurse Practitioners | | | |
| 1st year | 1905.90 | 1963.10 | 2012.20 |
| 2nd year | 1941.40 | 1999.60 | 2049.60 |
| 3rd year | 1990.90 | 2050.60 | 2101.90 |
| 4th year and Thereafter | 2040.80 | 2102.00 | 2154.60 |
| Nurse Managers | | | |
| Grade 1 - 1st year | 1729.40 | 1781.30 | 1825.80 |
| Grade 1 - 2nd year and Thereafter | 1764.80 | 1817.70 | 1863.10 |
| Grade 2 - 1st year | 1799.80 | 1853.80 | 1900.10 |
| Grade 2 - 2nd year and Thereafter | 1835.40 | 1890.50 | 1937.80 |
| Grade 3 - 1st year | 1905.90 | 1963.10 | 2012.20 |
| Grade 3 - 2nd year and Thereafter | 1941.40 | 1999.60 | 2049.60 |
| Grade 4 - 1st year | 2011.90 | 2072.30 | 2124.10 |
| Grade 4 - 2nd year and Thereafter | 2047.10 | 2108.50 | 2161.20 |
| Grade 5 - 1st year | 2117.40 | 2180.90 | 2235.40 |
| Grade 5 - 2nd year and Thereafter | 2153.20 | 2217.80 | 2273.20 |
| Grade 6 - 1st year | 2223.70 | 2290.40 | 2347.70 |
| Grade 6 - 2nd year and Thereafter | 2259.20 | 2327.00 | 2385.20 |
| Grade 7 - 1st year | 2399.90 | 2471.90 | 2533.70 |
| Grade 7 - 2nd year and Thereafter | 2435.60 | 2508.70 | 2571.40 |
| Grade 8 - 1st year | 2576.70 | 2654.00 | 2720.40 |
| Grade 8 - 2nd year and Thereafter | 2611.80 | 2690.20 | 2757.50 |
| Grade 9 - 1st year | 2752.90 | 2835.50 | 2906.40 |
| Grade 9 - 2nd year and Thereafter | 2788.40 | 2872.10 | 2943.90 |

The above rates of pay include an amount of 1.93% in order to 'buy out' the one week of annual leave provided in the Nurses Award 2010 that is in addition to the NES minimum entitlements.

66. Table 2 – Other Rates and Allowances

| Item No. | Award Clause | Allowance | FFPP 1/07/2010 | FFPP 1/07/2011 | FFPP 1/07/2012 |
|---------------------------------------|---|--|--|--|--|
| 1 | 18(i)(a) | Registered Nurse in charge of hospital (per shift) | 28.10 | 28.99 | 29.72 |
| 2 | 18(ii)(a) | On Call Allowance (per hour) | 3.08 | 3.17 | 3.25 |
| 2 | 18(ii)(a) | On Call Allowance minimum payment | 24.60 | 25.34 | 25.98 |
| 3 | 18(ii)(b) | On Call Allowance on rostered day off (per hour) | 6.15 | 6.34 | 6.49 |
| 3 | 18(ii)(b) | On Call Allowance on RDO minimum payment | 49.21 | 50.68 | 51.95 |
| 4 | 18(ii)(c) | On Call Allowance during meal break (per break) | 12.11 | 12.48 | 12.79 |
| 5 | 18(v)(a)&(b) | Registered Nurse in charge of ward (per shift) | 28.15 | 28.99 | 29.72 |
| 6 | 18(vi) | Registered Nurse in charge of ward and also in charge of hospital of less 100 beds (per shift) | 42.22 | 43.49 | 44.58 |
| 7 | 18 (ix) | Registered Nurse in charge of hospital over 100 beds (per shift) | 53.98 | 55.60 | 56.99 |
| 8 | 25(iv)(b) | Excess Fares (per day) | 5.20 | 5.20 | 5.20 |
| 9 | 18 (ii) (d) 25 (ii) (d) 25 (iv) (c) | Use of own Vehicle Reimbursement | 0.74 | 0.74* | 0.74* |
| Uniform and Laundry Allowance | | | 6.46 2.00 8.46 1.94 3.35 0.67 5.38 | | |
| 10 | 28(iii)(a) | Uniform (per week) | | To be adjusted by CPI | |
| 10 | 28(iii)(a) | Shoes (per week) | | | |
| 10 | 28(iii)(a) | Uniform (including shoes allowance) (per week) | | | |
| 10 | 28(iii)(a) | Cardigan or Jacket (per week) | | | |
| 10 | 28(iii)(b) | Stockings (per week) | | NA | NA |
| 10 | 28(iii)(c) | Socks (per week) | | NA | NA |
| 11 | 28(iv) | Laundry (per week) | 5.38 | To be adjusted by CPI | |
| Continuing Education Allowance | | | 32.00 32.00 49.00 59.00 24.50 29.00 | 33.00 33.00 50.50 61.00 25.00 30.00 | 34.00 34.00 52.00 62.50 26.00 31.00 |
| 12 | 19(ii) | Hospital Post Registration Certificate (per week) | | | |
| 13 | 19(iii) | Post Graduate Certificate (per week) | | | |
| 14 | 19(iv)&(x) | Post Graduate Diploma or Degree (per week) | | | |
| 15 | 19(v)&(x) | Masters Degree or Doctorate (per week) | | | |
| 16 | 19(vii) | Enrolled Nurse Certificate 4 (per week) | | | |
| 17 | 19(viii) | Enrolled Nurse Advanced Diploma of Nursing (per week) | | | |

* This allowance may change in accordance with the Nurses Modern Award 2010

67. SCHEDULE 1: NURSE MANAGERS

A registered nurse who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small HammondCare Health and Hospital establishment and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small HammondCare Health and Hospital establishment on evenings, nights and/or weekends (where such a position exists as a separate and substantive position).

Grade 2

- (a) supervises the nursing services in a HammondCare Health and Hospital establishment greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small HammondCare Health and Hospital establishment as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a HammondCare Health and Hospital establishment.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of HammondCare Health and Hospital establishments, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators shall not apply in the case of an employee who is regarded by HammondCare as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized HammondCare Health and Hospital establishment (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small HammondCare Health and Hospital establishment;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a HammondCare Health and Hospital establishment generally not exceeding 10 ADA.
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a HammondCare Health and Hospital establishment.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small HammondCare Health and Hospital establishments;

- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a HammondCare Health and Hospital establishment generally greater than 10 ADA and generally not exceeding 30 ADA.
- (d) is responsible for management of nursing services in a medium sized HammondCare Health and Hospital establishment.

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a HammondCare Health and Hospital establishment (or group) generally greater than 30 ADA and generally not exceeding 75 ADA.
- (b) is responsible for the management of nurse education in a Local Health Network where the largest hospital in the area is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized HammondCare Health and Hospital establishment.

Grade 7

- (a) is responsible for the management of nursing services in a complex HammondCare Health and Hospital establishment;
- (b) is responsible for the management of nursing services across a group of medium-sized HammondCare Health and Hospital establishments;
- (c) is responsible for the management of nurse education in a Local Health Network where the largest hospital in the area has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex HammondCare Health and Hospital establishments;

Grade 9

- (a) is the Area Director of Nursing Services in a rural Local Health Network ;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

| GROUP | Leadership | Communication | Knowledge | Performance Management | Planning | Resource Management |
|----------------|--|---|---|---|--|--|
| Grade 1 | Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff. | Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals. | Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research. | Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff. | Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change. | Ability to effectively allocate and manage nursing resources and set nursing priorities. |
| Grade 2 | Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff. | | Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues. | | Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change. | Ability to develop, monitor and evaluate nursing resource allocation. |
| Grade 3 | Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service. | Ability to utilise a broad range of communication skills selectively in a variety of settings. | Ability to facilitate the acquisition of knowledge by individuals and groups. | Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately. | Ability to develop an operational plan for the nursing service. | Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters. |
| Grade 4 | Ability to evaluate and adjust policy. | Ability to represent the nursing service inside and outside the organisation at a local | Ability to acquire and utilise a sound and contemporary knowledge of health | Ability to develop performance assessment indicators and skill development | Ability to coordinate planning across a range of services. Ability to manage the | Ability to identify nursing and/or health service budget requirements and |

| GROUP | Leadership | Communication | Knowledge | Performance Management | Planning | Resource Management |
|----------------|---|---|--|--|---|--|
| | | level. Ability to identify and mediate potential and actual conflict between groups. | management and organisational issues. Ability to foster quality research activities. | tools. | process of organisational change, evaluate the outcome and adjust direction. | negotiate for funding allocation. |
| Grade 5 | Ability to develop an environment which promotes continuous improvement in practice. | Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level. | Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing. | Ability to coordinate performance management activities within a range of services. | Ability to contribute to a strategic plan for the nursing service. | |
| Grade 6 | Ability to develop a culture within the organisation which is open to critical reflection and change. | | | Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance. | Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation. | Ability to assess nursing and/or health service resource utilisation and make recommendations. |
| Grade 7 | | Ability to represent the nursing service in a range of forums including State and National. | Ability to identify, evaluate and incorporate where appropriate emerging trends within health care. | Ability to enhance organisational performance through collaboration with other health facilities. | | |
| Grade 8 | Ability to vision and articulate the potential for the organisation. | Ability to represent the organisation at a State and National level. | Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance | | Ability to generate and develop a strategic plan for the organisation. | |

| GROUP | Leadership | Communication | Knowledge | Performance Management | Planning | Resource Management |
|----------------|---|---|---------------------------------|--|---|---|
| | | | nursing and/or health services. | | | |
| Grade 9 | Ability to contribute to and influence emerging trends within nursing and health. | Ability to negotiate on behalf of the organisation. | | Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health. | Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level. | Ability to identify additional funding sources and negotiate funding as required. |

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

68. SCHEDULE 2

- The following qualifications shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Department or HammondCare and the Association shall attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

| Clinical Speciality | Course | Institution |
|---------------------------------------|--|---|
| Cardiology / Coronary Care | Cardio-Thoracic Diseases Nursing Certificate | Randwick Chest Hospital |
| | | Royal North Shore Hospital |
| | | Royal Prince Alfred Hospital |
| | | St Vincent's Hospital, Darlinghurst |
| | Cardiology Nursing Certificate | Parramatta Hospitals, Westmead |
| | Cardio-Vascular and Respiratory Course | Royal Newcastle Hospital |
| | Cardiology Nursing Certificate | Parramatta Hospitals, Westmead |
| | Cardio-Vascular and Respiratory Course | Royal Newcastle Hospital |
| | Cardiac Nursing Course | Royal North Shore Hospital |
| | | Royal Prince Alfred Hospital |
| | | St Vincent's Hospital, Darlinghurst |
| | | Royal Melbourne Hospital |
| | | National Heart and Chest Hospital, London |
| | Coronary Care Unit Certificate | Prince Henry's Hospital Melbourne |
| | Cardio-Thoracic Vascular Nursing Course | Green Lane Hospital, New Zealand |
| | Cardiothoracic Nursing Course | Freeman Hospital, Newcastle-Upon-Tyne, U.K. |
| | | Grobby Road Hospital, Leicester, U.K. |
| Community Health | Public Health Nursing Diploma | College of Nursing, Australia |
| | Health Visitors Certificate | The Royal Sanitary Institute, U.K. |
| Critical Care | Critical Care Nursing Certificate | Prince Henry, Prince of Wales Hospitals |
| | Emergency Nursing Course | Liverpool Hospital |

| Clinical Speciality | Course | Institution |
|--------------------------|---|---|
| | Critical Care Nursing Course | Geelong Hospital |
| | | Waikato Hospital, New Zealand |
| Developmental Disability | Mental Retardation Certificate | NSW Nurses Registration Board |
| | Developmental Disability Certificate | |
| | Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board. | |
| Geriatrics | Geriatric Certificate | NSW Nurses Registration Board |
| Mental Health | Psychiatric Certificate | NSW Nurses Registration Board |
| | Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board. | |
| | Psychiatric Nursing Certificate | Metropolitan and Eastern School of Psychiatric Nursing, Victoria |
| | | Western Area College of Nursing, Ireland |
| | Advanced Diploma in Nursing (Mental Health) | Christchurch Polytechnic, New Zealand |
| | Mentally Ill Qualification | Prestwick Hospital, Manchester, U.K. |
| | | Southern Area Group School of Nursing, U.K. |
| | Mental Illness Nursing certificate | Bromley Health Authority, U.K. |
| Occupational Health | Public Health Nursing (Occupational Health) Diploma | College of Nursing, Australia |
| Oncology | Oncology Certificate | Peter MacCallum Clinic, Melbourne |
| Ophthalmology | Ophthalmic Nursing Certificate | Sydney Hospital |
| | | Moorefields Hospital, London |
| Orthopaedics | Certificate in Orthopaedic Nursing | Royal National Orthopaedic Hospital, London and Stanmore, Middlesex |
| | | Heathwood Hospital, Ascot, U.K. |
| | Orthopaedic Nursing Certificate | Gartnavel General Hospital, Glasgow, U.K. |
| | | Nuffield Orthopaedic Centre, Oxford, U.K. |
| | | Princess Elizabeth Orthopaedic Hospital, U.K. |
| | | Basingstoke North Hampshire Health Authority, U.K. |

| Clinical Speciality | Course | Institution |
|---------------------|---|--|
| | Orthopaedic Nursing Course | Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K. |
| | | |
| Renal | Renal Diseases and Transplantation Certificate | Prince Henry, Prince of Wales Hospitals |
| | | Royal Newcastle Hospital |
| | | Royal Prince Alfred Hospital |
| | | Sydney Hospital |
| | Nephrology, Dialysis and Transplant Nursing Certificate | Royal North Shore Hospital |
| | Graduate Certificate in Renal Nursing | Liverpool Hospital |
| | Renal Nursing Certificate | Guys Hospital, London |
| | | St Mary's Hospital, London |
| | Renal Nursing Course | The London Hospital |
| Thoracic | Thoracic Nursing Certificate | The British Thoracic Association |

Schedule 1 SIGNATURES TO AGREEMENT


EMPLOYER HammondCare Health and Hospitals Limited

and

EMPLOYEES

FOR THE EMPLOYER

SIGNED:



DATE:

23rd MARCH 2012

NAME IN FULL (PRINTED):

DAVID MARTIN

POSITION:

GENERAL MANAGER PEOPLE LEARNING AND CULTURE

WITNESSED BY:



WITNESS NAME (PRINTED)

JACQUI GULCZYNSKI

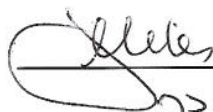
WITNESS ADDRESS:

LEVEL 2, 447 KENT STREET

SYDNEY NSW 2000

FOR THE EMPLOYEES

SIGNED:



DATE:

23.3.2012

NAME IN FULL (PRINTED):

Julie Miles

POSITION:

Operations Manager / DON

WITNESSED BY:



WITNESS NAME (PRINTED)

JACQUI GULCZYNSKI

WITNESS ADDRESS:

LEVEL 2, 447 KENT STREET

SYDNEY NSW 2000

Brett Holmes

Brett Howard Holmes
General Secretary,
NSW Nurses' Association, and
Branch Secretary
Australian Nursing Federation – NSW Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

Coral Vicky Levett
President
NSW Nurses' Association, and
President
Australian Nursing Federation – NSW Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the NSWNA and Rule 40 of the Rules of the Australian Nursing Federation.

Schedule 1 SIGNATURES TO AGREEMENT


EMPLOYER HammondCare Health and Hospitals Limited

and

EMPLOYEES

FOR THE EMPLOYER

SIGNED:



DATE:

23rd MARCH 2012

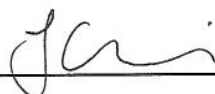
NAME IN FULL (PRINTED):

DAVID MARTIN

POSITION:

GENERAL MANAGER PEOPLE LEARNING AND CULTURE

WITNESSED BY:



WITNESS NAME (PRINTED)

JACQUI GULCZYNSKI

WITNESS ADDRESS:

LEVEL 2, 447 KENT STREET

SYDNEY NSW 2000

FOR THE EMPLOYEES

SIGNED:



DATE:

26/3/12

NAME IN FULL (PRINTED):

HEATHER K COLEMAN

POSITION:

REGISTERED NURSE

WITNESSED BY:



WITNESS NAME (PRINTED)

ANITA M. ROBERTSON

WITNESS ADDRESS:

119a PITWATER RD

HUNTERS HILL. 2010



HammondCare

An independent Christian charity

3 April 2012

Fair Work Australia
Attention: Commissioner McKenna
Level 8, Terrace Tower,
80 William Street
East Sydney NSW 2011

Dear Commissioner McKenna,

In accordance with matter number AG2012/922 heard before you on 2 April 2012, HammondCare makes the following undertakings in regards to the *HammondCare Health and Hospitals Nurses Enterprise Agreement 2012*:

Clause 13 – Hours of work and free time of Directors of Nursing

Insert the following:

- (i) Ordinary hours of work for Directors of Nursing will be in accordance with Section 62 of the Fair Work Act 2009.

Renumber (i) – (iii) to (i) – (iv)

Clause 21 – Fares and Expenses

From subclause (iii) (b) & (iv) delete the words “other than misconduct or inefficiency”.

Clause 28 – Uniforms and Laundry Allowances

In subclause (iii) (b) remove the word “female”.

Clause 55 – Dispute Settling Procedures

Amend subclause (ii) to read as follows:

(ii) Where a dispute arises in any HammondCare hospital (including about any matters arising under the agreement and in relation to the National Employment Standards) regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s) and the immediate supervisor of that nurse(s).

Yours sincerely,

David Martin
General Manager People, Learning and Culture
HammondCare