

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA10/1

TITLE: Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2009

I.R.C. NO: IRC9/2032

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all nursing employees employed by Family Planning NSW, located at 328-336 Liverpool Road, Ashfield NSW 2131, who fall within the coverage of the Nurses, Other Than in Hospitals, &c. (State) Award 2006.

PARTIES: Family Planning New South Wales Ltd -&- the New South Wales Nurses' Association



FAMILY PLANNING NSW

**FAMILY PLANNING NSW AND NSW NURSES' ASSOCIATION NURSES'
ENTERPRISE AGREEMENT 2009**



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OPERATION OF THE AGREEMENT

1. TITLE OF AGREEMENT

The Agreement shall be known as the Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2009.

2. AREA, INCIDENCE AND DURATION

- (i) This Agreement shall apply to all nursing employees employed by Family Planning NSW.
- (ii) This Agreement shall determine all of the conditions of employment of the employees which are capable of inclusion in an Agreement and operates to the full and total exclusion of the provisions of the Nurses', Other Than In Hospitals &c., (State) Award and Industrial Agreement No. 8681, Enterprise Agreements 4486 of 1997 and 2003 between Family Planning NSW and the New South Wales Nurses' Association.
- (iii) This Agreement shall take effect from the date of registration and remain in force until 24 August 2010.
- (iv) The parties will recommence negotiations for a new Agreement no later than 24 June 2010.

3. PARTIES TO THE AGREEMENT

- (i) The parties to this Agreement are
 - (a) Family Planning NSW (FPNSW) and the
 - (b) New South Wales Nurses' Association (NSWNA)
- (ii) The parties to this Agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

4. DEFINITIONS

- (i) "Association" means the New South Wales Nurses' Association (NSWNA).
- (ii) "Employee" means a nurse registered with the NSW Nurses' and Midwives' Board and employed in a nursing position, excluding Director of Clinical Services however called.
- (iii) "FPNSW Manager" in Schedule A means a nurse registered with the NSW Nurses and Midwives Board and employed in a management position including Clinical Nurse Consultant, Centre/Clinic Coordinator, or other manager however called, excluding Director of Clinical Services.
- (iv) "Lecturing" is the time spent by the employee addressing a group audience of clinical / professional course participants, face to face, in a classroom environment, for the purpose of instruction. Lecturing does not include preparation, travel, 'one on one' or clinical instruction time, time spent on a course while someone else is lecturing, or any time other than that defined in Clause 10 Allowances.
- (v) "Prescribed Course" is a prescribed series of lectures in a clinical/professional curriculum which has been approved by the Director of Clinical Services however called for payment of the allowance, current prescribed courses being:
 - (a) Sexual and Reproductive Health Certificate
 - (b) Well Women's Screening Course
 - (c) Beyond Well Women's

- (d) Clinical updates for external professionals per the above “prescribed course” definition eg. Contraception update, Menopause update.
- (e) Any additional courses during the term of this Agreement.
- (vi) “Prescribed person” is a nurse employed primarily in a clinical, research or Healthline position, whose primary role is not training or education, who is required to have completed:
 - (a) Sexual and Reproductive Health Certificate;
 - (b) Certificate IV in Training & Assessment (from 2009)
 and who has demonstrable expertise in clinical theory and practice.

ENGAGEMENT OF EMPLOYEES

5. CONTRACT OF EMPLOYMENT

- (i) All employees will be employed either on a full time, part time, casual or fixed term basis.
- (ii) Upon employment, FPNSW will provide to the employee a contract of appointment, which stipulates the type of employment and informs them of the terms of employment in relation to:
 - (a) The classification level and salary on commencement of employment.
 - (b) The hours to be worked.
 - (c) A three (3) month probationary period.
 - (d) For a fixed-term appointment the duration of the period.
 - (e) A position description outlining the roles and responsibilities of the position.
- (iii) **Full time employees**
 The ordinary hours of work will be 38 hours per week, or 8 hours per day exclusive of meal breaks over 19 working days, in order to accrue an allocated day off (ADO) on the 20th day.
- (iv) **Part time employees**
 - (a) Part time employees will be engaged to work a regular number of hours per week.
 - (b) A part time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate and shall receive the conditions of employment on a pro rata basis.
- (v) **Casual employees**
 - (a) A casual employee is engaged intermittently for work of an unexpected or casual nature.
 - (b) A casual employee shall be engaged for a minimum period of two consecutive hours for each period of engagement. Casual engagements will not normally extend beyond 4 weeks, after which time, alternative employment options (eg fixed term or permanent employment) may be considered.
 - (c) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 7, salaries of this Agreement plus twenty percent (20%).
 - (d) With respect to casual employees the provisions of Clause 16, Overtime, Clause 19, Annual Leave, Clause 20, Sick Leave, Clause 22, Learning and Development, Clause 23, Leave Without Pay, Clause 28, Community Leave, Clause 29, Termination of Employment and Clause 30, Redundancy, shall not apply.

- (e) Further casual employees shall not be entitled to an allocated day off or part thereof as prescribed in Clause 14, Hours of Work.

6. PROBATIONARY EMPLOYMENT

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

CLASSIFICATIONS SALARIES AND ALLOWANCES

7. SALARIES

- (i) The minimum rates of pay shall be as provided for in Table 1 of Schedule A from the commencement of the first full pay period on or after the dates set out therein.
- (ii) The following wage increases shall apply:
 - (a) 4% from the first full pay period on or after 24th November 2009 payable upon signing of the Agreement.

8. PAYMENT OF SALARY

Wages shall be paid fortnightly and all employees will be paid by electronic funds transfer. A pay slip stating gross wage, deductions and the net amount payable shall be issued. When a short fall occurs, payment will be made to the employee by cheque.

9. VOLUNTARY SALARY SACRIFICE & PACKAGING OF REMUNERATION

- (i) Employees are advised to seek independent financial advice and counselling prior to undertaking any salary sacrifice or salary packaging arrangements with FPNSW.
- (ii) Parties agree that employees may elect to salary package up to the maximum fringe benefits tax exemption cap applicable to FPNSW at the time (\$16,050 per annum on the commencement date of this agreement). The salary packaging arrangement will be in accordance with FPNSW 'Salary Packaging' procedures.
- (iii) The benefits of the clause will be available for both full time and part time employees, excluding casual employees.
- (iv) Employees may elect to sacrifice their salary for laptops in accordance with FPNSW procedures.
- (v) Employees may elect to sacrifice their salary for superannuation in accordance with Cl.37 Superannuation.
- (vi) In the unlikely event that FPNSW ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and the individual employee's salary will revert to those specified in Schedule A.

10. ALLOWANCES

- (i) Except for the allowance paid to Vasectomy Nurses, all allowances will be indexed in line with wage increases.
- (ii) A registered nurse, other than FPNSW Manager classifications, who is engaged in clinical instruction and educational duties teaching in the clinical situation, shall be paid an allowance for time spent performing such duties, as set out in Item 1 of Table 2 in Schedule A.
- (iii) Employees employed prior to 1 October 2000 who are required to work as a “Vasectomy Nurse” shall be paid an allowance per hour as set out in Item 2 of Table 2 in Schedule A.
- (iv) Employees who hold a Family Planning Certificate will be paid an allowance per week which will apply on a pro rata basis for part time employees as set out in Item 3 of Table 2 in Schedule A.

11. LECTURING

- (i) The delivery and monitoring of training is a defined responsibility in the position description for a registered nurse and lecturing is part of the training function.
- (ii) Employees will be paid their normal hourly rate for preparation, travel and lecturing. In addition, in recognition of the expert clinical theory and practice required, employees will be paid an allowance as set out in Item 4 of Table 2 in Schedule A for lecturing on a prescribed course by a prescribed person as defined in Cl. 4 Definitions above.
- (iii) The allowance will apply as follows:
 - (a) To work performed both within and outside normal working hours;
 - (b) Travel and preparation time to be paid at ordinary hourly rate, with FPNSW policies regarding hours of work, travel, overtime etc applicable;
 - (c) Employees will be encouraged to prepare for lecturing during their normal working hours. Where preparation is required outside of normal working hours, payment of additional hours or where applicable overtime, will require prior management authorisation.
- (iv) Exclusions: The allowance will not apply to:
 - (a) Incumbents of positions whose primary role is educator or trainer, for example Nurse Education Coordinator (already recognised in a higher grading), appointed after the commencement date of the Family Planning NSW and NSW Nurses’ Association Nurses’ Enterprise Agreement 2007.
 - (b) Preparation and travel time
- (v) The allowance may not apply to time spent by an employee on a course while someone else is lecturing. However payment of the allowance will be determined on a case by case basis by the Director of Clinical Services. Co-presenting and active participation will be considered in such decisions.
- (vi) FPNSW will pay for the Certificate IV course, provide paid leave to attend the course and make every effort to ensure that the course is provided to employees in the timeframe prescribed.

12. GRADING OF FPNSW MANAGER CLASSIFICATION

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

13. HIGHER DUTIES

- (i) An employee who temporarily acts in a position which is classified at a higher level than their own position, for five (5) consecutive working days or more, will be paid an allowance equal to the difference between the minimum salary of the higher classified position and their own position.
- (ii) An employee will be entitled to be paid a full higher duties allowance unless it is specified at the time that they have only been appointed to perform part of the duties of the higher classified position, in which case a lesser amount will be paid.

HOURS OF WORK

14. HOURS OF WORK

- (i) Subject to the requirements of FPNSW, hours of work will be within the span of hours 8.00am-9.00pm Monday to Friday.
- (ii) The ordinary hours of work will be 38 hours per week, or 8 hours per day exclusive of meal breaks over 19 working days, in order to accrue an allocated day off (ADO) on the 20th day.
- (iii) FPNSW Manager classifications are expected to be available during “business hours” (i.e. 8.30am – 5.00pm) under normal circumstances, and from time to time, organisational needs may require their attention outside of these hours.

(iv) **Weekend Work**

Except for FPNSW Manager classifications, employees who are required to work

- (a) on Saturdays will be paid time at the rate of time and a half,
- (b) on Sundays will be paid at the rate of double time.

(v) **Allocated Days Off**

- (a) Full time employees who work 8 hours per day over a 19 day month are entitled to an allocated day off (ADO) on the 20th day. Neither Annual or Long Service Leave days count towards the accrual of an ADO.
- (b) The employee’s ADO prescribed above shall be determined by mutual agreement between the employee and FPNSW having regard to the service requirements of FPNSW.
- (c) ADOs may be accrued up to a total of five (5) days, subject to the service requirements of FPNSW.
- (d) Where practicable, an ADO can be taken adjoining an employee’s normal day(s) off.

15. LABOUR FLEXIBILITY

By giving one month’s notice to an employee who works in a specific area FPNSW may require that employee to work in any area within the organisation commensurate with their skill level.

16. OVERTIME

- (i) All time worked in excess of the ordinary hours must be authorised by a manager prior to the time the work is carried out.
- (ii) Overtime will be paid at the rate of time and one half for the first two hours in each day and double time thereafter. These provisions will apply to any time worked in excess of 38 hours in any one week or 8 hours in one day. By way of explanation, to accrue an ADO, a full time employee must work over a four (4) week cycle forty (40), forty (40), forty (40) and thirty two (32) hours per week.

- (iii) All work performed by full time or part time employees on Saturday will be paid at the rate of time and one-half and Sunday paid at the rate of double time.
- (iv) This clause shall not apply to FPNSW Manager classifications, (except existing employees employed and appointed to a FPNSW Manager level prior to 1 October 2000.)

17. TIME IN LIEU OF OVERTIME

- (i) An employee who works a minimum of one (1) hour approved overtime may elect and cannot be compelled to take paid time off work in lieu of payment for such overtime. Such election must be made in writing by the end of the pay period in which it is accrued. Time in lieu will accrue and be paid at the employee's ordinary hourly rate, and not at overtime rates. Time in lieu accrued hereunder must be taken within six (6) pay periods after the expiry of the pay period in which the entitlement was accrued, failing which such leave shall be forfeited.
- (ii) The maximum time in lieu time that can be accrued shall be equivalent to the hours worked for one week.
- (iii) The maximum time in lieu that may be added to annual leave shall be one week. Such time in lieu shall not attract annual leave loading.

18. MEAL AND REST BREAKS

An employee, during each ordinary shift (ie. each eight hour allocated ordinary shift) shall have:

- (a) One interval of fifteen minutes (in addition to a meal break) for light refreshments. Such interval shall count as working time and shall be paid as such.
- (b) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty. Such meal breaks shall be unpaid.

LEAVE

19. ANNUAL LEAVE

- (i) Annual leave will apply in accordance with the NSW Annual Holidays Act 1944. The purpose of annual leave is to provide a period of paid leave during which employees can have a sustained break from work. FPNSW encourages its employees to take their annual leave within the year it falls due.
- (ii) **Eligibility**
All FPNSW employees (except casual employees) are eligible for annual leave on the basis of hours worked, up to the maximum entitlement available for the leave in accordance with the NSW Annual Holidays Act 1944.
- (iii) **Entitlement**
 - (a) All full-time employees are entitled to paid annual leave at the rate of 20 working days per annum. Service excludes periods of leave without pay.
 - (b) Part time employees are entitled to pro-rata accrual of the full-time rate.
 - (c) Annual leave will accrue to a maximum of two years' entitlement only, after which time the employee can be required by FPNSW to take the leave.
- (iv) **Leave loading**

An employee will be paid an annual leave loading calculated at 17.5% of gross wages at the time the annual leave is taken, for the period of the leave taken.

20. SICK LEAVE

(i) Eligibility

All FPNSW employees (except casual employees) are eligible for sick leave on the basis of hours worked, up to the maximum entitlement available for the leave.

(ii) Entitlement

- (a) Ten (10) days in the first and subsequent years of employment on account of personal ill health, or injury. An employee shall be entitled to accrue unlimited days' sick leave.
- (b) FPNSW requires a medical certificate from a registered medical practitioner or statutory declaration made by the employee for all periods of this leave. FPNSW may dispense with this requirement where the absence is less than three (3) consecutive days.
- (c) If an employee produces a medical certificate stating that he or she has been sick for a period of one week or more during an absence on annual leave, FPNSW will re credit the employee with an equivalent period of annual leave and debit their sick leave entitlement.

21. PUBLIC HOLIDAYS

- (i) An employee normally allocated to work will be entitled to holidays on the following days without deduction of pay:
 - (a) New Year's Day
 - (b) Australia Day
 - (c) Good Friday
 - (d) Easter Saturday
 - (e) Easter Monday
 - (f) Anzac Day
 - (g) Queen's Birthday
 - (h) Labour Day
 - (i) Christmas Day
 - (j) Boxing Day
- (ii) or any such holiday proclaimed in lieu thereof, together with any other day duly proclaimed as a special day and observed as a public holiday.
- (iii) An additional day's holiday will be taken in each twelve months of employment on New Year's Eve, or if such falls on a weekend, the last working day immediately prior to that day. This additional day's holiday will be the Annual Picnic Day.
- (iv) When a public holiday is observed on an employee's working day, during a period of annual leave, or sick leave, the employee will be granted an additional day's leave, without loss of pay.

(i) **Learning and Development Leave**

(a) FPNSW actively encourages the participation of all employees in continuing education, learning and development activities to increase their knowledge and skills relevant to their role in the organisation. The commitment of FPNSW to the continuing education, learning and development of all employees aims to:

- (A) provide employees with the necessary skills to meet current and future job demands
- (B) improve the quality of FPNSW services
- (C) maintain and improve professional standards and skills
- (D) build the capacity of FPNSW employees to fulfil the strategic goals of the organisation.

(b) **Eligibility**

An employee (other than a casual) is eligible for Learning and Development leave.

(c) **Entitlement**

Full time employees are allocated five (5) working days per annum accruable up to two years for approved employee's development activities (equivalent pro rata for part time employees).

(d) **Application**

Employee development applications are assessed by management in consultation with the employee, according to FPNSW policy and procedures, on the basis of employee development plans and training record, organisational priorities, internal relativities and equity principles, abstract submissions and budget considerations. Where necessary consultation will occur with a wider group of employees about the relevance of such application.

(ii) **Study Leave**

(a) **Study Leave**

- (A) Study leave is designed to assist employees to undertake relevant study, which is both advantageous to the employee and to FPNSW.
- (B) Study leave provides an opportunity that is equally accessible to all eligible employees to improve their educational qualifications.

(b) **Eligibility**

- (A) All full time and part time employees with twelve (12) months service are eligible for study leave. Casual and temporary employees are not eligible for study leave.
- (B) The course must be relevant to an employee's work and be undertaken through an accredited educational institution.

(c) **Entitlement**

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

(d) **Application**

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

23. LEAVE WITHOUT PAY

(i) **Eligibility**

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

(ii) **Application**

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

24. PERSONAL CARERS LEAVE

(i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (i)(c) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20, Sick Leave, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes FPNSW and employee shall discuss appropriate arrangements which, as far as practicable, take account of FPNSW's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 31, Issues Resolution, should be followed.

- (b)
 - (i) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to FPNSW or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned; and

- (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (I) “relative” means a person related by blood, marriage or affinity;
 - (II) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (III) “household” means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give FPNSW notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify FPNSW by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purpose

(a) Unpaid Leave for Family Purpose

An employee may elect, with the consent of FPNSW, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (i)(c) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

- (a) An employee may elect, with the consent of FPNSW to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and FPNSW may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with FPNSW’s agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 16, Overtime, and clause 17, Time Off in lieu of Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of FPNSW, to take time off in lieu of payment for overtime at a time or times agreed with FPNSW within 12 months of the said election.

- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination, subject to Cl.17 Time In Lieu Of Overtime.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.
- (v) **Make-up Time**
- (a) An employee may elect, with the consent of FPNSW, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of FPNSW, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) **Allocated Days Off**
- (Subject to Cl.14 Hours Of Work):
- (a) An employee may elect, with the consent of FPNSW, to take an allocated day off (ADO) at any time.
 - (b) An employee may elect, with the consent of FPNSW, to take ADOs off in part day amounts.
 - (c) An employee may elect, with the consent of FPNSW, to accrue some or all ADOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between FPNSW and employee, or subject to reasonable notice by the employee or FPNSW.
 - (d) This subclause is subject to FPNSW informing the Association of its intention to introduce an enterprise system of ADO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vii) **Personal Carers Entitlement for casual employees**
- (a) Subject to the evidentiary and notice requirements in (i)(b), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i)(c) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) FPNSW and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) FPNSW must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of FPNSW to engage or not to engage a casual employee are otherwise not affected.

25. COMPASSIONATE LEAVE

(i) Eligibility

All employees (except casual employees) are eligible for paid compassionate leave.

(ii) Entitlement

- (a) At the discretion of the CEO a full time employee may be granted compassionate leave on full pay up to two (2) days per occasion for compassionate reasons, which shall include but

not be limited to:

- (i) death in the employee's family or household
 - (ii) prevention from reporting for duty due to fire, flood etc.
 - (b) Part time employees may be granted compassionate leave on full pay up to one (1) day per occasion, or pro rata, whichever is greater, for compassionate reasons as defined above.
 - (c) The employee must notify FPNSW as soon as practicable of the intention to take bereavement leave. At FPNSW's request, the employee will provide proof of death to their satisfaction.
- (iii) **Bereavement entitlements for casual employees**
- (a) Subject to the evidentiary and notice requirements above casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (i)(c) of Clause 24, Personal/Carers Leave
 - (b) FPNSW and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
 - (c) FPNSW must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of FPNSW to engage or not engage a casual employee are otherwise not affected.

26. LONG SERVICE LEAVE

(i) **Eligibility**

All FPNSW employees are eligible for long service leave on the basis of hours worked, up to the maximum entitlement available for the leave in accordance with the NSW Long Service Leave Act 1955.

(ii) **Entitlement**

- (a) Full-time employees are entitled to two (2) calendar months on the completion of ten years service. Part time employees are entitled to pro-rata accrual of the full time rate.
- (b) Periods of leave without pay (except sick leave without pay, which, when aggregated, does not exceed six months) are not counted as service for the purpose of long service leave.
- (c) Existing employees employed as at the commencement date of the Family Planning NSW and NSW Nurses' Association Nurses' Enterprise Agreement 2007 will, after the initial ten years' service, accrue long service leave at the rate of two (2) weeks for each completed year of service and pro-rata for less than a completed year of service.
- (d) For employees who commence employment after the commencement of the Family Planning NSW and NSW Nurses' Association Nurses' Enterprise Agreement 2007 Agreement, long service leave will accrue and be payable according to the NSW Long Service Leave Act, 1955.
- (e) Where an employee has completed at least five (5) years service, and their services are terminated by FPNSW for any reason other than the worker's serious and wilful misconduct, or by the worker on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the worker, the employee will be paid a proportionate amount on the basis of two (2) calendar months for ten years service.

27. PARENTAL LEAVE

(i) Parental Leave

- (a) Parental leave enables parents employed by FPNSW to care for their child (biological or adopted) during the first year of the child's life, or the first year of the placement of the child. Parental leave incorporates maternity, adoption and partner's leave.
- (b) The following provisions will apply, in addition to those set out in the Industrial Relations Act 1996 (NSW)

(ii) Eligibility

- (a) All FPNSW employees (except casual employees) may be eligible for parental leave if they have completed forty (40) weeks' continuous service.
- (b) A fixed term employee will only be granted paid and/or unpaid parental leave if the period of leave falls within the time span of their contract of employment. If the fixed term employee is subsequently offered another contract, he or she may extend the date for return from leave.
- (c) Casual employees are not eligible for parental leave, unless they have been employed on a regular and systematic basis during a period of at least 12 months and have a reasonable expectation of ongoing employment with FPNSW.
- (d) To be eligible for partners leave (except one week at the time of the birth or taking custody of the child) the employee must assume the primary role of caring for the child. For the purposes of this clause "partner's leave" includes same sex partners.
- (e) Unless there is a break in service, the forty (40) weeks' continuous paid service requirement need only to be met once to qualify for the first and subsequent grants of parental leave.

(iii) Paid entitlement (maternity and adoption leave)

- (a) A female employee is entitled to up to fourteen (14) weeks paid leave on full pay.
- (b) At an employee's election this may be paid on a normal fortnightly basis or at the rate of half pay over twenty eight (28) weeks.

(iv) Unpaid entitlement (maternity and adoption leave)

A female employee is entitled to a grant of up to fifty-two (52) weeks unpaid maternity or adoption leave from the date of birth of the child. Any such maternity leave must not extend beyond the child's first birthday or 52 weeks from the placement of the child.

(v) Partner's leave

On the birth of a child of their partner or on taking custody of a child, an employee is entitled to up to five (5) days paid leave beginning on the child's date of birth or on assuming custody of the child. Maximum of fifty-two (52) weeks unpaid leave from the date of birth or placement of the child

(vi) Right of return to classification

An employee has a right to return to a position of an equivalent salary classification for which the employee is capable or qualified.

(vii) Application

Made to the Chief Executive Officer at least ten (10) weeks before the expected date of birth. The

application requires:

- (a) a medical certificate with the expected date of birth
- (b) the expected date leave will commence and the
- (c) expected date of the employee's return to work.

(viii) **Casuals**

- (a) FPNSW must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (A) the employee or employee's spouse is pregnant; or
 - (B) the employee is or has been immediately absent on parental leave.
- (b) The rights of FPNSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(ix) **Right to Request**

- (a) An employee entitled to parental leave may request FPNSW to allow the employee:
 - (A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight (8) weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding twelve (12) months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- (b) FPNSW 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 FPNSW's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and FPNSW's decision to be in writing.

The employee's request and FPNSW's decision made under (a) and (b) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under (a)(C), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(x) **Communication during parental leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, FPNSW 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 parental 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 parental leave.

- (b) The employee shall take reasonable steps to inform FPNSW about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify FPNSW of changes of address or other contact details which might affect FPNSW's capacity to comply with subclause (a).

28. COMMUNITY LEAVE

Community leave may be granted to employees to enable them to perform a service to the community.

(i) Eligibility

All FPNSW employees (except casual employees) may be eligible for community leave.

(ii) Entitlement

This applies only to activities which are not regarded as duty and which are not covered by other forms of leave. The length of the period of leave granted will vary depending upon circumstances. However, the leave is to be limited to the minimum time necessary in each circumstance.

(iii) Paid leave

(a) Jury Service

Leave is available for the duration of the service and/or period as a witness.

(b) Military Leave

Two weeks leave followed by further leave as required dependent upon written documentation from the military.

A certificate of attendance at the training camp or school must be submitted on return to normal duties.

(c) Blood Donation

Leave is available for employees who wish to donate blood for the period required.

(d) Volunteer emergency services

Leave is available for the period in which services are required. The employee concerned must be a member of the voluntary emergency service and provide a certificate of attendance.

(iv) Unpaid

(a) Observance of Religious/cultural days

Employees may be required to participate in cultural or religious ceremonies. Employees may also apply to use their paid leave entitlements for this purpose.

(v) Application

Employees must provide evidence of necessity to attend community activities, expected dates and any payments received for jury service must be paid to FPNSW.

TERMINATION OF EMPLOYMENT, REDUNDANCY AND ISSUE RESOLUTION

29. TERMINATION OF EMPLOYMENT

Except in cases of gross misconduct the employment of an employee shall be terminated by no less than two weeks' notice on either side or by the payment or forfeiture of two weeks' pay in lieu of notice.

30. REDUNDANCY

- (i) Where FPNSW for any reason, including the cessation or reduction of grant funding, has made a definite decision that they no longer wish the job the employee has been doing done by anyone and that the decision may lead to termination of employment, FPNSW will hold discussions with the employee/s directly affected.
- (ii) **Severance pay**
 - (a) In addition to the period of notice prescribed for ordinary termination an employee whose employment is terminated for reasons set out in the Redundancy Clause shall be entitled to the following amount of severance pay in respect of a continuous period of service:

NSW Employment Protection Regulation 1995 Scale of Severance Payments		
Length of continuous service by employee	Rate of Calculation of severance payment	
	If employee under 45 years of age	If employee 45 or more years of age
Less than 1 year	Nil	Nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

- (b) "Weeks pay" means the employee's current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past fifty-two (52) weeks.
 - (iii) **Alternative Employment**

FPNSW may make application to the Commission to have a general severance pay prescription varied if FPNSW obtains alternative employment for an employee.
 - (iv) **Incapacity to pay**

FPNSW may make application to the Commission to have the general severance pay prescription varied on the basis of FPNSW's capacity to pay.

31. ISSUES RESOLUTION

- (i) All parties must:
 - (a) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between FPNSW and the individual; and

- (b) abide by procedures set out in this Clause to resolve any issue, which might arise; and place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.
- (ii) In this Clause, “issue” means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Agreement.
- (iii) The following 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:
 - (a) A grievance must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (b) The employee is required to notify (in writing or otherwise) FPNSW as to the substance of the grievance, request a meeting with FPNSW for bilateral discussions and state the remedy sought.
 - (c) Reasonable time limits must be allowed for discussion at each level of authority.
 - (d) Throughout all stages of these procedures, adequate records must be kept of all discussions.
 - (e) At the conclusion of the discussion, FPNSW must provide a response to the employee’s grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (f) Whilst the procedure is being followed, normal work must continue.
 - (g) The employee may be represented by a nominated representative who may be an Association Representative for the purpose of each step.
 - (h) If the matter remains unresolved either party may then refer the matter in accordance with the provisions of the Industrial Relations Act 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue through conciliation and or arbitration.

32. CIVIL LIABILITY

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

33. ASSOCIATION BUSINESS

(i) Association Notice Board

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

(ii) Association fees

- (a) Association members shall be entitled to have their Association fees deducted from their fortnightly wages if they so desire.
- (b) The amount deducted shall be the appropriate annual Association fee divided by twenty-six (26).

(iii) Right of entry

See Section 297, Chapter 5, Part 7 of the Industrial Relations Act 1996.

(iv) Accredited branch delegates

- (a) Accredited branch delegates shall be allowed to approach or to be approached by the

Association to discuss any matter related to the member's employment at any time during working hours.

- (b) Accredited branch delegates shall be entitled to confer or negotiate with management within working hours without loss of pay on any matter affecting or likely to affect in any way employees in that establishment. Accredited branch delegates shall have access to a telephone and be provided with a suitable cupboard or furniture to enable them to keep records, receipts and the like.

(v) **Annual Conference Leave**

Accredited branch delegates of the Association shall be paid leave for attendance at the Annual Conference of the Association.

MISCELLANEOUS

34. CERTIFICATE OF EMPLOYMENT

Upon termination of employment for any reason whatsoever, FPNSW shall furnish the employee with a certificate of service in the following form:

- (a) Employee's name
- (b) Period of employment, from to
- (c) Title of position
- (d) Salary scale
- (e) Nature of work

Signed:

FPNSW stamp:

Date:

35. NO EXTRA CLAIMS

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

36. TRAVEL

All travel between work locations on official business will where possible be conducted during ordinary time. Authorised business travel undertaken outside the employee's normal hours will be considered additional hours or overtime where applicable. Employees who undertake authorised business travel will be eligible for compensation where applicable according to FPNSW's travel policy and procedures, including reimbursement for authorised use of their own vehicle where that vehicle is comprehensively insured, and a living allowance calculated on a per diem basis.

37. SUPERANNUATION

- (i) Superannuation contributions will be paid by FPNSW on behalf of employees to their nominated superannuation fund, as required by legislation.
- (ii) Employees are also entitled to make pre tax and/or post tax personal contributions to their nominated superannuation fund on a fortnightly basis. Pre tax contributions will be deducted from salary before tax, are deemed to be additional employer contributions and are therefore preserved

and attract the Superannuation Contributions Tax. Post tax contributions will be deducted from salary after tax and are not preserved.

38. ANTI-DISCRIMINATION

- (i) It is the intention of the parties bound by this agreement to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES---

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

39. LEAVE RESERVED

- (i) The parties have agreed to register this Agreement in the NSW Industrial Relations Commission based on legal advice sought by FPNSW which concluded that FPNSW is not a trading corporation for the purposes of the *Workplace Relations Act 1996*.
- (ii) In the event that the jurisdiction is brought into question by, for example, a decision of a Superior Court, or an increase in trading activities, the parties agree to meet and confer about the issues.
- (iii) The parties agree that the terms and conditions contained in this Agreement will form part of each employee's contract of employment.

40. WORKING PARTY: NURSING CLASSIFICATIONS AND RECOGNITION OF QUALIFICATIONS

- (i) To properly recognise the work of nurses and midwives at Family Planning the parties agree to establish a Working Party made up of equal representatives of management and nurses.
- (ii) The Working Party will consider and make recommendations on:
 - (a) nursing classification descriptions and career paths, and
 - (b) examine the relevant qualification structure for all classifications and what continuing education is relevant and how it shall be rewarded.
- (iii) Any changes will be implemented by way of negotiation and agreement, variation to this agreement, or otherwise as agreed by the parties.
- (iv) The Working Party will commence discussions by February 2010 and will endeavour to make recommendations by May 2010 with the aim of completing negotiations by June 2010.

41. WORKLOAD MANAGEMENT

- (i) The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on employee/s and the quality of client care.
- (ii) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate Centre manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Director of Clinical Services, however called for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
- (iii) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (a) Clinical assessment of client's needs;
 - (b) The demand of the environment such as facility layout;
 - (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- (iv) If the issue is still unresolved, the employee/s may advance the matter through Clause 31 - Issues Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

Schedule A

TABLE 1

	Current		4% 1 st full pay period on or after 24 Nov 2009	
	Annually	Weekly	Annually	Weekly
Registered Nurse				
1st year of Service	\$42,042.67	\$805.88	\$43,724.38	\$838.11
2nd Year of Service	\$44,329.75	\$849.72	\$46,102.94	\$883.71
3rd year of Service	\$46,629.94	\$893.81	\$48,495.14	\$929.56
4th year of Service	\$49,065.63	\$940.50	\$51,028.26	\$978.11
5th year of Service	\$51,492.57	\$987.01	\$53,552.27	\$1,026.50
6th year of Service	\$53,929.36	\$1,033.72	\$56,086.53	\$1,075.07
7th year of Service	\$56,707.07	\$1,086.97	\$58,975.35	\$1,130.45
8th year of Service	\$59,035.67	\$1,131.60	\$61,397.10	\$1,176.87
Clinical Nurse Specialist	\$61,456.06	\$1,178.00	\$63,914.30	\$1,225.12
Nurse Education Coordinator	\$67,629.96	\$1,296.34	\$70,335.16	\$1,348.19

FPNSW Management Scale (relevant to nurses graded as FPNSW Manager)

Level	Current		4% 1 st full pay period on or after 24 Nov 2009	
	Annually	Weekly	Annually	Weekly
1	\$67,629.96	\$1,296.34	\$70,335.16	\$1,348.19
2	\$70,282.02	\$1,347.17	\$73,093.30	\$1,401.06
3	\$72,935.16	\$1,398.03	\$75,852.57	\$1,453.95
4	\$75,587.20	\$1,448.86	\$78,610.69	\$1,506.82
5	\$78,239.25	\$1,499.70	\$81,368.82	\$1,559.69
6	\$80,891.30	\$1,550.53	\$84,126.95	\$1,612.55
7	\$83,543.35	\$1,601.37	\$86,885.08	\$1,665.42
8	\$86,195.40	\$1,652.20	\$89,643.22	\$1,718.29

TABLE 2

Item	Clause	Allowance	Current	1 st full pay period on or after 24 November 2009
			Hourly	Hourly
1	10	Clinical Instruction	\$3.60	\$3.74
2	10	Vasectomy	\$2.00	\$2.08
3	10	Family Planning Certificate	\$10.40	\$10.82
4	11	Lecturing	\$20.00	\$20.80

SIGNED FOR AND ON BEHALF OF FAMILY PLANNING NSW BY:

..... Date

Chief Executive Officer

..... Date

Witness

SIGNED FOR AND ON BEHALF OF THE NEW SOUTH WALES NURSES' ASSOCIATION BY:

..... Date

General Secretary

..... Date

Witness