

REGISTER OF  
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ENTERPRISE AGREEMENT NO: EA97/168

TITLE: Nurses, Family Planning New South Wales Enterprise Agreement 1997

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Nurses employed by Family Planning New South Wales Limited at Ashfield, Chatswood, Hurstville, Fairfield, Newcastle, Wollongong and the Warehouse - Penrith

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

# NURSES', FAMILY PLANNING NEW SOUTH WALES

## ENTERPRISE AGREEMENT 1997



### Arrangement

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## 1. Parties Bound

(i) The parties to this agreement are

(a) The New South Wales Nurses' Association

and

(b) Family Planning New South Wales Limited ACN 000 026 335

(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.

## 2. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

"Association" means the New South Wales Nurses' Association

"Act" means the New South Wales Industrial Relations Act, 1996

"Clinical Nurse Specialist" means a registered nurse:

(a) with a minimum of four years' post-basic registration clinical experience including three years in the field of sexual/reproductive health.

or

(b) with specific post basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification.

"Employer" means Family Planning New South Wales Limited

"FPNSW" means Family Planning New South Wales Limited

"Registered Nurse" means a nurse registered by the Board as such.

"Nurse Adviser" is a registered nurse who is responsible for the direction and maintenance of professional nursing standards and procedures in Family Planning, participates in planning, implementation and evaluation of training courses for Nurses and is involved in the management of FPNSW.

"Regional Nurse" means a registered nurse who is responsible for the co-ordination and administration of clinical nursing services on a daily basis within a specified region of FPNSW who is responsible to the Nurse Adviser.

"Service":- For the purpose of Clause 5, Salaries, of this Agreement means service before or after the commencement of this Agreement in the industry of nursing.

"Vasectomy Nurse" means a registered nurse who has been trained and assessed as competent by FPNSW to assist with procedures relating to vasectomies.

### 3. Hours

- (i) The ordinary hours of work for full-time employees shall not exceed thirty-eight hours per week to be worked between the hours of 8.00am and 9.00pm Monday to Friday inclusive. Provided that wherever possible hours shall 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.
- (ii) An employee's additional day off duty prescribed in subclause (i) of this clause shall be determined by the mutual agreement between the employee and the FPNSW 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 (i) of this clause.
- (iii) 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.

### 4. Meal Breaks/Tea Breaks

An employee, during each ordinary shift (i.e. each eight hour rostered ordinary shift) shall have:

- (i) 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. The interval shall occur at a time agreed between the employer and the employee.
- (ii) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Midday Meal - between 12.00 noon and 3.00pm

Evening Meal - between 5.00pm and 7.00pm

Such meal breaks shall be unpaid

- (iii) Unpaid breaks between Clinics shall not exceed 1 hour per shift and shall not be additional to the break prescribed in Clause 4 (ii).

- (iv) An employee required by the employer to curtail the time prescribed herein for a meal break shall be paid at the rate of double-time for all such curtailed periods.
- (v) An employee required to work overtime for more than two hours after the usual cessation of duty shall be supplied with a meal, free of cost, or shall be paid the sum prescribed from time to time for officers of the Public Service of New South Wales.

## 5. Salaries

The minimum rates of pay shall be as provided for in Table 1 of Schedule A from the commencement of the first pay period on or after the dates set out therein.

It is the intention of the parties to this agreement that the rates of pay in Schedule A shall reflect a phasing in over the life of this agreement of rates equal to the rates of pay under the Public Hospital Nurses' (State) Award.

### 5A. TRANSITIONAL ARRANGEMENTS - REGISTERED NURSE INCREMENTAL SCALE

- (i) For the purposes of this clause "transitional date" means the first pay period commencing on or after the date on which this agreement is made.
- (ii) The year of service for the purpose of the incremental scale for a registered nurse employed at the transitional date shall be determined by locating the registered nurse's current year of service on the incremental scale in Column A of the Transitional Table in subclause (iv). The registered nurse's incremental year of service shall be deemed to be the year of service appearing opposite in Column B of the Transitional Table. Provided that a registered nurse with eight or more actual years of service shall be placed on the eighth year of service in Column B of the Transitional Table.
- (iii) Registered nurses who commence employment with an employer after the transitional date shall have their year of service determined as if they were employed by the employer at the transitional date. That is; the transitional arrangements shall apply to all periods of employment, under this award, which commence on or after the transitional date.



## (iv) Transitional Table:

| Column A<br><i>(Old incremental scale )</i>   | Column B<br><i>(New incremental scale )</i> |
|---|---|
| First year of service   | First year of service                       |
| Second year of service  | First year of service                       |
| Third year of service   | Second year of service                      |
| Fourth year of service  | Third year of service                       |
| Fifth year of service   | Fourth year of service                      |
| Sixth year of service   | Fifth year of service                       |
| Seventh year of service   | Sixth year of service                       |
| Eighth year of service  | Seventh year of service                     |
| UGI   | Eighth year of service                      |
| Note: For the purposes of the <b>old incremental scale only</b> , a registered nurse who has obtained an appropriate degree in Nursing or Applied Science (Nursing) or Health Studies (Nursing) (referred to for the purposes of this clause as a "UGI" qualification) shall enter the incremental scale on the second year of service. |   |

- (v) The year of service determined by this clause shall be year of service only for the purposes of Clause 5 Salaries. In particular this clause shall not affect the definition of service for the purposes of Clause 11, Annual Leave; Clause 18, Long Service Leave or Clause 13, Sick Leave.
- (vi) A registered nurse's anniversary date for the purpose of moving to the next year of service is not affected by this clause.

## 6. Part-Time and Casual Employees

- (i) A permanent part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee but which are not less than 14 hours per week.
- (ii) A permanent part-time employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 5, Salaries, of this Agreement, and where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 7, Special Allowances of this Agreement with a minimum payment of two hours for each start.
- (iii) A permanent part-time employee shall be entitled to all other conditions of this Agreement on a pro-rata basis provided that in respect of Annual Leave the provisions of the Annual Holidays Act, as amended, shall apply.
- (iv) A casual employee means an employee who is engaged on an hourly basis otherwise than as a Permanent Part-Time or a Full Time employee.

- (v) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 5, Salaries, of this Agreement plus 10 percent thereof with a minimum payment of two hours for each start.
- (vi) Notwithstanding the provisions of subclause (v) above, casual employees who are employed to work in excess of 14 hours per week in any one week may elect to retain the employment provisions applying to casual employees. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (vii) With respect to employees employed as casual employees the provisions of subclause (ii) of Clause 11, Annual Leave, Clause 13, Sick Leave and Clause 15, Compassionate or Special Leave shall not apply.

## 7. Special Allowances

- (i) An employee who is engaged in instruction and educational duties teaching in the clinical situation shall be paid an allowance of the sum set out in Item 1 of Table 2 of Schedule A per hour or part thereof for time spent in performing such duties in addition to the rate prescribed by Clause 5, Salaries, of this Agreement.
- (ii) An employee who is required to work as a "Vasectomy Nurse" shall be paid an allowance of the sum set out in Item 2 of Table 2 of Schedule A per hour or part thereof for time spent in performing such duties in addition to the rate prescribed by Clause 5, Salaries, of this Agreement.
- (iii) An employee who holds the Family Planning Certificate shall be paid the sum set out in Item 3 of Table 2 of Schedule A per week.

## 8. Penalty Rates

- (i) 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.

The foregoing paragraph shall apply to casual workers but such workers shall not be entitled to be paid in addition the allowance of 10 percent prescribed in Clause 6, Part-time and Casual Employees, of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

- (ii) Employees required to work on a Sunday shall be paid for a minimum of 4 hours' work.

- (iii) The additional payments prescribed by this Clause shall not form part of the employee's ordinary pay for the purpose of this Agreement except as provided in the Annual Holidays Act.

## 9. Overtime

- (i) Employees shall work reasonable overtime when required by the employer.
- (ii) (a) All time worked by employees in excess of 38 hours per week or before the ordinary commencing time or after the ordinary ceasing time 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. Provided that overtime worked on Saturdays and 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) All time worked by permanent part-time and casual employees in excess of the rostered daily hours of work prescribed for the majority of employees employed on that shift shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. Provided that overtime worked on Saturdays and Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
- (iii) For the purpose of calculating overtime each day or shift shall stand alone.
- (iv) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum 4 hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- (v) An employee required to work overtime for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each 4 hours' overtime, all such time shall be counted as time worked.
- (vi) The meals referred to in subclause (v) of this Clause shall be allowed to employees free of charge.
- (vii) (a) In lieu of receiving payment for overtime in accordance with this clause full-time employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period of time spent working in excess of ordinary hours of duty computed at overtime rates in accordance with subclause (ii) of this clause provided that, in computing overtime, each period of overtime shall stand alone. Such time in lieu shall be taken as mutually agreed between employer and employee, provided that accrual of such leave shall not extend beyond two months of its falling due.



- (b) Where such accrued time cannot be taken within two months of its falling due, then such time shall be paid for in accordance with this clause at the rate of pay applying on the day of payment; provided that, in computing overtime, each period of overtime shall stand alone.
- (c) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.

## 10. Vehicle Allowance

- (i) Motor Vehicle Allowances shall be paid according to the FPNSW's Travel Allowance Policy.
- (ii) An employee who does emergency relief shall be paid all fares reasonably incurred for all travel to and from work. When an employee elects to use a motor vehicle for such travel they shall be paid the specified journey rate as set out in the FPNSW's Travel Allowance Policy.

## 11. Annual Leave and Annual Leave Loading

- (i) All employees shall be granted annual leave paid for as such in accordance with the provisions of the Annual Holidays Act, 1944, as amended, provided however that such leave may by agreement, be accumulated for a maximum of 2 years.
- (ii) Employees shall be paid annual leave loading in accordance with the provisions currently applying under the Public Hospital Nurses' (State) Award and as amended from time to time.

## 12. Public Holidays

- (i) Public Holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one half day's pay in addition to the ordinary rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.
- (ii) Provided that, if an employee so elects, they may be paid one half day's pay in addition to the daily rate and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.
- (iii) For the purpose of this Clause the following shall be deemed public holidays viz; New Year's day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the clinic is situated.

- (iv) The election referred to in subclause (ii) of this Clause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (v) An additional days holiday shall 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 thereto.

### 13. Sick Leave

- (i) An employee shall be entitled to sick leave of 10 days per year on account of personal ill-health or injury.
- (ii) All periods of sickness shall be certified to by the employee's own legally qualified medical practitioner. Provided that periods of sickness of 1 week or less may be certified by one of the following registered practitioners;

dentist  
optometrist  
chiropractor  
osteopath  
physiotherapist  
oral and maxilla facial surgeon

The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such a requirement.

- (iii) Each employee shall as soon as is reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
- (iv) If the full period of sick leave prescribed in subclause (i) is not taken in any one year, the remaining entitlement, up to a maximum of 10 days, shall be accumulated.
- (vi) The employer shall not terminate the service of an employee whilst on sick leave.
- (vii) If the employee becomes sick or is injured whilst on annual leave such that he/she is unable to derive benefit from his/her annual leave, he/she shall be credited with an equivalent period of annual leave provided that proof of such illness or injury shall be furnished to the employer.



### 13A. State Personal/Carer's Leave Case - August 1996

#### (1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (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 in clause 13, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) 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. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care 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:
      1. "relative" means a person related by blood, marriage or affinity;
      2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
      3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

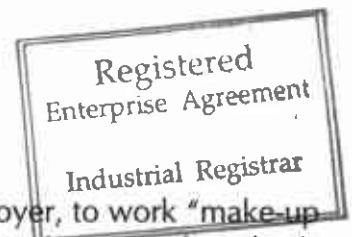
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five 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 award.
- (c) An employee and employer 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.

(4) 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 (1) of this clause, and despite the provisions of clause 9, Overtime, the following provisions shall apply.
- (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer 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.
- (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.



(5) **Make-up Time**

- (a) An employee may elect, with the consent of the employer, 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 award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, 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.

**14. Parental Leave**

- (i) Employees shall be granted maternity leave in accordance with the Regulation 52 of the Public Sector Management Act as varied from time to time or any provision replacing this regulation.
- (ii) An employee, not being an employee entitled to take maternity leave, being the adoptive or biological parent and living in a full-time relationship with a person who has given birth to a child shall be entitled to one (1) week's paid leave for the purpose of parental care provided that such leave is taken within six (6) months of the birth of the child and provided further that such employee seeking parental leave shall establish to the satisfaction of the Chief Executive Officer in consultation with the Supervisor that the employee is living in a full-time relationship.
- (iii) Parental Leave not otherwise provided for by this clause shall be in accordance with Chapter 2, Part 4, Division 1 of the Act. Provided that such leave shall be applicable to same-sex partners.

**15. Compassionate or Special Leave**

An employee may be granted special leave on full pay to a maximum of six days in any two years of service for compassionate reasons which shall include but shall not be limited to death in the employee's immediate family, removal of house, termination of pregnancy. Such leave will not be unreasonably withheld.

**16. Leave Without Pay**

- (a) Where an employee has completed at least twelve (12) months' continuous service or its equivalent, such employee may be granted leave without pay for a period not less than one (1) week and not more than fifty two weeks if good and sufficient reason be shown. Such leave shall not be available if the employee has accumulated Annual Leave or Long Service Leave. Such leave shall be authorised by the Chief Executive Officer in consultation with the Supervisor.



- (b) Leave without pay shall not break the continuity of service, but shall not count as service for the purposes of accrual of entitlements or incremental increases.

## 17. Education Leave

### (a) Conference Leave

An employee may take approved leave to attend conferences relevant to the employee's work. Such leave must be authorised by the Supervisor in consultation with the Chief Executive Officer. A full-time employee who is authorised to attend a conference pursuant to the provisions of this sub-clause on a day upon which such employee is not normally rostered for work shall be granted time in lieu for the time at the conference on the basis of one (1) hour time in lieu for every hour of attendance at the said conference.

### (b) Study and Examination Leave

- (i) After twelve (12) months' service a permanent employee may apply for paid study leave to a maximum of four (4) hours per week for a full-time employee and pro rata for a part time employee provided that such course is relevant to the employee's work and is approved by the supervisor in consultation with the Chief Executive Officer.
- (ii) The maximum leave which can be taken in any 12 month period shall be calculated on the basis of four (4) hours multiplied by the number of weeks in the academic year for the course in which the employee is enrolled.
- (iii) The requirements of the employee's position with the employer including the necessity to be at work on specific days or times and availability of relief staff shall be taken into account in consideration of the employee's application.

### (c) In-Service Courses and Meetings

- (i) An employee directed to participate in recognised training courses provided by, or approved by the said employer at some other institution shall receive the normal rate of pay while attending such course, to a maximum of five (5) days per year. All in-service courses are to be authorised by the Supervisor in consultation with the relevant Adviser.
- (ii) For the purpose of this agreement, an employee directed to attend an in-service training program, on weekends or evenings, other than as a teacher of such program shall be paid to attend at the employee's ordinary rate of pay.

(d) **Trade Union Training Leave**

A maximum of two (2) employees shall be entitled to a maximum of six (6) working days leave on full pay in any two (2) year period, provided that adequate notice, which shall not be less than eight (8) weeks notice, is given to the employer and the following conditions met:

- (i) Adequate alternative work place arrangements can be made for the performance of the employee's normal duties.
- (ii) At any one time only two (2) employees shall be entitled to leave for this purpose and no more than four (4) periods of leave shall be granted to employees covered by this Agreement in any two (2) year period.
- (iii) The Association shall give written notice to the employer of the nomination of the employee together with time date and venue of the course.
- (iv) Leave under this Clause shall count as service for all purposes.
- (v) Only employees who are Association branch officials shall be entitled to Trade Union Training Leave.

**18. Long Service Leave**

Employees shall be entitled to long service leave in accordance with the provisions of the Long Service Leave Act, 1955, as amended.

**19. 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.

**20. Disputes Committee**

- (i) With a view to amicable and speedy settlement of all disputes that firstly cannot be settled by the FPNSW and the Association or its representatives disputes may be submitted to a committee consisting of not more than four members with equal representation of the FPNSW and the Association.

Such committee shall have the power to investigate all matters in dispute and to report to the FPNSW and the Association respectively, with such recommendations as it may think right and in the even of no mutual decision being arrived at by such a committee and if a dispute still exists the matter in dispute may be referred to the Industrial Registrar.

- (ii) In the event of a dispute regarding any request or proposal to classify persons as Clinical Nurse Specialists, a grading committee consisting of two representatives of the Association, and two representatives of the FPNSW shall be constituted to consider and make recommendations to the FPNSW.

## 21. Payment of Salary

- (i) All salaries and other payments shall be paid fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer. Provided further that, for the purpose of adjustments of wages related to variations in the basic wage, the pay period shall be deemed to be weekly.
- (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 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 the deposit being made, but in such cases the employer shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day. Employees who are rostered off duty on pay day shall be entitled to have their salary deposited before proceeding on annual leave or long service leave.
- (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 19, Termination of Employment, of this Agreement, shall be paid all moneys 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 moneys 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: 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 occupational superannuation, the amount of any other moneys paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

## 22. Right of Entry

See Chapter 5 Part 7 of the Act – Entry and Inspection By Officers of Industrial Organisations.





### **23. Shop Stewards and Representatives**

Accredited shop stewards shall be allowed to approach or to be approached by a Union member for payment of Union dues or other payments or to discuss any matter related to the member's employment at any time during working hours.

Shop stewards 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. Shop stewards 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.

### **24. Annual Conference Leave**

Accredited Branch Delegates of the Association shall be paid leave for attendance at the Annual Conference of the New South Wales Nurses' Association.

### **25. Higher and Extra Duties Allowance**

- (i) Any employee when directed to perform the whole of the duties and assume the whole of the responsibilities of another employee for a period in excess of three days, shall be paid, in addition to the employee's then current salary, an allowance for the period worked while performing higher duties, calculated as the difference between the salary of the employee directed to undertake the higher duties and the minimum salary which such employee would be entitled if appointed to the higher position.
- (ii) Where an employee is directed to perform the work of another employee which attracts a lower rate such employee shall not suffer any reduction in the rate of pay.

### **26. Child Care**

An employee responsible for the care of child shall be entitled to bring such child to the work place in an emergency situation after contact with the Supervisor provided such arrangement does not interfere with the performance of the employee's duties. In other circumstances, where authority has been obtained from the employer and other affected employees agree, an employee responsible for the care of a child may bring such child to the work place.

### **27. Jury Service/Blood Donation**

- (i) An employee shall be entitled to leave to attend jury service. Where payment for such service is less than the employee's normal rate of pay, the employer shall pay the employee such difference for the period of service.
- (ii) An employee shall be entitled to paid leave where such leave is for the purpose of donating blood.



- (iii) Where an employee takes leave under this Clause, the employer may request written proof that leave has been taken for the purpose sought.

## **28. Labour Flexibility**

- (i) The employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.
- (ii) The employer may direct an employee to carry out duties and use such 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 equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.
- (iii) The employer acknowledges its past practice of appointing permanent staff to a fixed number of hours with nominated times and days of work and that employees have entered into these arrangements having regard to their other commitments including work and family responsibilities. The employees acknowledge that the employer entered into these arrangements having regard to client demand for clinics. Should it become necessary to introduce some permanent change to clinic times in order to reflect client demand for clinics, the employer shall seek to reach agreement with employees and shall reasonably accommodate an employee's other work and family responsibilities prior to implementing any change. Where there is a need to permanently change clinic times and the employer can demonstrate employee consultation and reasonable accommodation it may require an employee with not less than 30 days notice to work at different times and at different locations within the Sydney metropolitan area.
- (iv) Once the Nurse Adviser or her delegate has assessed a registered nurse as appropriately experienced (as per FPNSW guidelines) the nurse must be prepared to become a clinical instructor.

## **29. Total Quality Management**

The parties have agreed to a commitment to the principles of Total Quality Management (TQM). This will include a commitment to continuous improvement, a customer focus and participation in ongoing planning and assessment of systems to improve quality, effectiveness and managing costs of the organisation.

The parties agree that staff and management will work together in teams to identify customer needs and to continually improve our performance in meeting those needs. This may involve problem solving within existing working groups or the formation of special cross-functional teams.

**30. Civil Liability**

The employer 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 such employee's employment.

**21. Certificate of Service**

Upon termination of employment for any reason whatsoever, the employer 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
- (f) Nature of employing body
- (g) Accumulated sick leave

Signed:

Stamp of Employer:

Date:

**32. Union Notice Board**

An accessible space for Union notices shall be provided by the employer, whereupon, in addition to any material posted by the Union, an updated copy of this Agreement shall be posted by the employer.

**33. Union Fees**

- (i) Union members shall be entitled to have their union fees deducted from their fortnightly wages if they so desire.
- (ii) The amount deducted shall be the appropriate annual union fee divided by 26.

**34. Working Party**

The parties agree to set up a working party to examine the current nursing structure of the Family Planning Association. The working party shall:

- (i) Consist of three representatives of the FPNSW, as nominated by the FPNSW and three representatives of the nursing workforce as nominated by the Association.

- (ii) Meet during working hours as often as required.
- (iii) As far as possible report to the parties no later than 6 months from the date of registration of this Agreement.



### 35. Area, Incidence and Duration

- (i) This Agreement shall apply to Nurses employed by Family Planning New South Wales Limited at the following workplaces:

Ashfield Regional Centre and Head Office  
328 Liverpool Road  
Ashfield

Chatswood Regional Centre  
47 Hercules Street  
Chatswood

Hurstville Regional Centre  
12 The Avenue  
Hurstville

Fairfield Multicultural Family Planning  
356 The Horsley Drive  
Fairfield

Newcastle Regional Centre  
15-19 Queen Street  
Newcastle

The Warehouse  
13 Reserve Street  
Penrith

Wollongong Regional Centre  
68 Church Street  
Wollongong

- (ii) This agreement shall determine all of the conditions of employment of the employees which are capable of inclusion in an Award 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, between The Family Planning Association of NSW and the New South Wales Nurses' Association.
- (iii) This agreement shall, operate from the beginning of the first pay period commencing on or after *[insert date the agreement is made]* and will remain in force until 31 December 1999.

## SCHEDULE A



TABLE 1

|                              | \$<br>PER WEEK<br>COMMENCEMENT OF<br>AGREEMENT | \$<br>PER WEEK<br>1 JANUARY<br>1998 | \$<br>PER WEEK<br>1 JULY<br>1998 | \$<br>PER WEEK<br>1 JANUARY<br>1999 | \$<br>PER WEEK<br>1 JULY<br>1999 |
|------------------------------|--|-------------------------------------|----------------------------------|-------------------------------------|----------------------------------|
| <b>Registered Nurse</b>      |  |                                     |                                  |                                     |                                  |
| 1st Year of Service          | 534.60   | 550.60                              | 567.10                           | 584.10                              | 595.80                           |
| 2nd Year of Service          | 563.70   | 580.60                              | 598.00                           | 615.90                              | 628.20                           |
| 3rd Year of Service          | 592.80   | 610.60                              | 628.90                           | 647.80                              | 660.80                           |
| 4th Year of Service          | 623.80   | 642.50                              | 661.80                           | 681.70                              | 695.30                           |
| 5th Year of Service          | 654.80   | 674.40                              | 694.60                           | 715.40                              | 729.70                           |
| 6th Year of Service          | 685.70   | 706.30                              | 727.50                           | 749.30                              | 764.30                           |
| 7th Year of Service          | 721.00   | 742.60                              | 764.90                           | 787.80                              | 803.60                           |
| 8th Year of service          | 750.60   | 773.10                              | 796.30                           | 820.20                              | 836.60                           |
| Clinical Nurse<br>Specialist | 781.30   | 804.80                              | 828.90                           | 853.80                              | 870.90                           |
| Regional Nurse               | 812.50   | 836.90                              | 862.00                           | 887.90                              | 905.70                           |
| <b>Nurse Adviser</b>         |  |                                     |                                  |                                     |                                  |
| 1st Year of Service          | 891.00   | 917.70                              | 945.20                           | 973.60                              | 993.10                           |
| 2nd Year of Service          | 962.30   | 991.20                              | 1020.90                          | 1051.50                             | 1072.50                          |



TABLE 2

| ITEM | CLAUSE  | ALLOWANCE                        | \$<br>COMMENCE<br>-MENT OF<br>AGREEMENT | \$<br>1 JANUARY<br>1998 | \$<br>1 JULY<br>1998 | \$<br>1 JANUARY<br>1999 | \$<br>1 JULY<br>1999 |
|------|---------|----------------------------------|---|-------------------------|----------------------|-------------------------|----------------------|
| 1    | 7 (i)   | Instruction and Education Duties | 2.40p.h                                 | 2.47p.h                 | 2.54p.h              | 2.62p.h                 | 2.67p.h              |
| 2    | 7 (ii)  | Vasectomy Nurse                  | 1.80p.h                                 | 1.85p.h                 | 1.91p.h              | 1.97p.h                 | 2.00p.h              |
| 3    | 7 (iii) | Family Planning Certificate      | 8.55p.w                                 | 8.80p.w                 | 9.06p.w              | 9.33p.w                 | 9.52p.w              |

Registered  
Enterprise Agreement  
Industrial Registrar

*M. ...*  
.....  
General Secretary

Date: July 1997

**SIGNED for and on behalf of THE NEW SOUTH WALES NURSES' ASSOCIATION**

*Payton*  
.....  
Witness



+ *...*  
**SIGNED for and on behalf of FAMILY PLANNING NEW SOUTH WALES**

.....

Date: July 1997

*...*  
.....  
Witness