

## NAMED NSW (NON-DECLARED) AFFILIATED HEALTH ORGANISATIONS' HEALTH EMPLOYEES AGREEMENT 2019

### Information about the terms and effect of the Named NSW (Non-Declared) Affiliated Health Organisations' Health Employees Agreement 2019

The below table provides a brief explanation of the terms (and effect of the terms) of the proposed Named NSW (Non-Declared) Affiliated Health Organisations' Health Employees Agreement 2019 ('**Proposed Agreement**').

The Proposed Agreement is an updated version of the Named NSW (Non-Declared) Affiliated Health Organisations' Health Employees Agreement 2009.

This document is a general non-exhaustive summary only, it does not form part of the Proposed Agreement, and should be read in conjunction with the Proposed Agreement.

In this summary, references to the '**Modern Award**' refer to the *Health Professional and Support Services Award 2010* and references to the '**State Awards**' refer to the *Health Employees' Conditions of Employment State Award, Health Industry Status of Employment (State) Award, Health Employees (State) Award, Health Employees General Administrative Staff (State) Award, Health Employees Technical (state) Award, Health Employees Engineers (State) Award, Health Employees' Pharmacists (State) Award, Health Employees Medical Radiation Scientists (State) Award, Health Employees Computer Staff (State) Award, Health Managers (State) Award, Health Employees Interpreter's (State) Award, Public Hospitals Residential Services Assistant (State) Award, NSW Health Service Health Professionals (State) Award; and/or NSW Health Service Allied Health Assistants (State) Award.*

The majority of the additions or amendments to the Proposed Agreement have been made in order to update the Proposed Agreement to better align with either the Modern Award or the State Awards, and, more generally, the provisions of the *Fair Work Act 2009* (Cth).

If you have any difficulties reading or speaking English, are under 21 years old, or have difficulty understanding this email or any attachment, please inform the Human Resources Department on 02 40144742 or 02 40144743 to ensure you are provided with any necessary assistance.

If you are aware that a fellow employee who may be covered by the Proposed Agreement may have any difficulties reading or speaking English, is under 21 years old, or may have difficulty understanding this email or any attachment, please discreetly inform the Human Resources Department on 02 40144742 or 02 40144743 to ensure they are provided with any necessary assistance.

#### **Where can I find more information?**

In order to ensure the terms of the Proposed Agreement are abundantly clear, Calvary Mater Newcastle has scheduled four question & answer information sessions ('**Q&A Sessions**') which we encourage you to attend.

The Q&A Sessions will be held:

<b>Session 1</b>	<b>18<sup>th</sup> July 2019</b>	<b>3.30pm – 4.30pm</b>	<b>Level 2 – Room 2064</b>
<b>Session 2</b>	<b>22<sup>nd</sup> July 2019</b>	<b>10.30am – 11.30am</b>	<b>Level 2 – Room 2064</b>
<b>Session 3</b>	<b>25<sup>th</sup> July 2019</b>	<b>3.30pm – 4.30pm</b>	<b>Level 2 – Room 2064</b>
<b>Session 4</b>	<b>29<sup>th</sup> July 2019</b>	<b>10.30am – 11.30am</b>	<b>Level 2 – Room 2064</b>

The Q&A Sessions are designed to cover the same content (although they may differ depending on the questions asked by attendees). You and/or your bargaining representative are encouraged to attend one or both of the sessions. In the event that you are unable to attend, you are encouraged to direct any questions you may have to the Human Resources Department on 02 40144742 or 02 40144743.

Clause Number	Brief Explanation of Clause
<p>Clause 1 –Titles, parties and Duration</p>	<p>This clause outlines the following for the Proposed Agreement: the title, the parties that will be bound and when it will be in force.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Deletion of Hospitals not covered by the Proposed Agreement, minor change to update hospital names.</li> <li>• Date to remain in force nominally updated to 30 June 2022.</li> </ul>
<p>Clause 2 – Definitions</p>	<p>This clause provides definitions of terms used throughout the Proposed Agreement.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Deletion of definition of Director General.</li> <li>• Updated definition of ‘Health Service’ as an Affiliated Health Organisation under the new legislation.</li> <li>• Updated definition of ‘Public Health Organisation’ to align with definition under the <i>Health Services Act 1997</i>.</li> <li>• Amendment to wording in definition of Union to specify “NSW”.</li> </ul>
<p>Clause 3 – Hours</p>	<p>This clause sets out the hours of work of employees other than Health Manager Level 5 and above and any tea meal break entitlements.</p>
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>

Clause 4 – Roster of Hours	This clause provides for the Employer to display hours of work in a roster easily accessible to employees (in either electronic or hardcopy form). It also provides protocol for the changing and extension of rosters.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 5 – Climatic and Isolation Allowance	This clause provides monetary allowances for employees working in isolated areas.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 6 –Permanent Part-Time and Part-Time Employees	This clause defines a permanent part-time, and part-time employees and sets out the entitlements (or non-entitlement) and conditions specific to such employees.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 7 – Relieving Other Members of Staff	This clause provides higher salary entitlements to employees called upon to relieve higher positions for five days or more. It includes further provisions for Health Managers at Level 5 or above.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 8 – Overtime	This clause prescribes when overtime is incurred and sets out the overtime rates for employees other than those employed as Health Manager Level 5 and above.
	<p><b>What’s changed?</b></p>

	References to repealed legislation have been updated to refer to current legislation.
Clause 9 – On Call	This clause prescribes allowances for employees when they are on call and provides that employers must consult with employees and unions when making arrangements for an on-call roster.
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 10 – Penalty Rates for Shift Work and Week-end Work	This clause sets out the penalty rates payable to employees who work shift work and/or weekend work.
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 11 – Special Working Conditions	This clause establishes the allowances payable in various situations.
	<p><b>What's changed?</b></p> <ul style="list-style-type: none"> <li>• References to repealed legislation have been updated to refer to current legislation.</li> <li>• Expanded 'tool allowance' to cover cooks and chefs at subclause (xi).</li> <li>• Addition of Occasional Interpreters Allowance at subclause (xv)</li> <li>• Geriatric Allowance deleted as not relevant.</li> </ul>
Clause 12 – Excess fares and Travelling	This clause establishes how employees will be reimbursed for certain work-related travel.
	<p><b>What's changed?</b></p> <ul style="list-style-type: none"> <li>• References to the repealed legislation have been updated to refer to the <i>Crown Employees (Public Service Conditions of Employment) Award</i>.</li> </ul>

	<ul style="list-style-type: none"> <li>• In accordance with the State Award, the minimum amount of incurred fares per day under subclause (iv)(b) has been amended to \$5.11.</li> <li>• Updated the title of Director-General of the Affiliated Health Organisation to CEO of the Affiliated Health Organisation in subclause (iii)(d).</li> </ul>
<p>Clause 13 – Meals</p>	<p>This clause sets out the meal times provided to employees.</p>
	<p><b>What’s changed?</b></p> <p>References to repealed legislation have been updated to refer to current legislation.</p>
<p>Clause 14 – Public Holidays</p>	<p>This clause specifies the recognised Public Holidays under the award and the pay and entitlements an employee receives when working on a Public Holiday.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Expanded the definition of recognised Public Holidays to include other days that are recognised Public Holidays in a hospital’s particular area at subclause (i)(b).</li> <li>• Subclause (i)(e) has been inserted to allow for payment of the value of any accrued additional annual leave in lieu of taking leave, with certain provisions.</li> </ul>
<p>Clause 15 – Annual Leave</p>	<p>This clause sets out the entitlement to annual leave (for employees other than casual employees), which accrues progressively during a year of service.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Subclause (i) has been added to specify that any Annual Leave provided for under this clause will apply instead of, not in addition to, the National Employment Standards (where more beneficial).</li> </ul>

	<ul style="list-style-type: none"> <li>• Subclause (ii)(b)(6) has been inserted to allow for payment of the value of any accrued additional annual leave in lieu of taking leave, with certain provisions.</li> <li>• Subclause (iii) amended to include provision for payment of annual leave loading (where entitlement exists) on termination as per the Fair Work Act 2009 (Cth).</li> <li>• Subclause (vii) has been inserted to allow <b>the Employer</b> to direct employees to take annual leave during time of “low production or low activity”.</li> <li>• Subclause (viii) has been inserted to allow “cashing out” of annual leave.</li> <li>• Subclause (ix) has been inserted to allow <b>the Employer</b> to direct employees to take annual leave when they have excessive annual leave accrual (8-10 weeks).</li> </ul>
<p>Clause 16 – Long Service Leave</p>	<p>This clause sets out the entitlement to, and arrangements for, taking long service leave, being (generally):</p> <ul style="list-style-type: none"> <li>• Ten years’ continuous service – two months’ long service leave and five months per ten years of continuous service thereafter.</li> <li>• Seven years’ continuous service – pro-rata long service on the basis of two months’ per ten years.</li> <li>• Between five and seven years’ continuous service (upon termination) – pro-rata long service leave paid out on the basis of two months for ten years’ service.</li> <li>• Ability to elect to access long service leave on full, half or double pay.</li> <li>• To be paid out on termination.</li> </ul> <p><b>What’s changed?</b></p>

	<ul style="list-style-type: none"> <li>• References to repealed legislation have been updated to refer to current legislation.</li> <li>• References to NSW Health Policy Directives have been updated to refer to the current Directive.</li> <li>• Addition of subclause (ii)(3) to exclude casual service from the definition of “service” for the purposes of calculating long service leave except for specified circumstances.</li> <li>• Addition of subclauses (iii) specifying circumstances in which casual service will be considered “service” for the purposes of calculating long service leave.</li> <li>• Addition of subclause (iv) preventing a casual employee from claiming long service leave entitlements under the <i>Long Service Leave Act 1955</i> (NSW) and under the Proposed Agreement cumulatively.</li> <li>• Amendments to subclause (ix)(b) in accordance with section 5(b) of the <i>Long Service Leave Act 1955</i> (NSW).</li> </ul>
<p>Clause 17 – Sick Leave</p>	<p>This clause provides an entitlement to, and arrangements for taking, sick leave.</p> <p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Subclause (i) now requires employees to give notice to their employer prior to the commencement of their shift if they are unable to attend work.</li> <li>• Amendments to subclause (iv) now allow for any days the employee is ill while on Long Service Leave or Annual Leave to be recredited and instead taken as sick leave, subject to a medical certificate being provided, in accordance with the <i>Fair Work Act 2009</i>. Previously the clause provided for such days to only be recredited if the employee was ill for at least one week.</li> </ul>

<p>Clause 18 – Payment and Particulars of Salary</p>	<p>This clause provides for the particulars of salary including frequency and method of payment and provisions relating to underpayment, overpayment and payment in circumstances of termination without notice.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Deletion of “New South Wales” in reference to financial institutions under subclause 18(ii).</li> </ul>
<p>Clause 20 – Termination of Employment</p>	<p>This clause sets out the notice that either the employee or the Employer must provide to terminate the employment (in circumstances other than summary dismissal). It also provides that the Employer may make payment equivalent to the relevant notice in lieu of providing such notice.</p>
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
<p>Clause 21 – Accommodation and Amenities</p>	<p>This clause provides that <b>the Employer</b> will provide certain amenities to employees who live in hospitals.</p>
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
<p>Clause 22 – Inspection of Lockers of Employees</p>	<p>This clause provides that the <b>the Employer</b> reserves the right to inspect employee lockers in the presence of the employee, where the employee neglects or refuses to be present the <b>the Employer</b> may carry out the inspection by an officer approved by the employer.</p>
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>



<p>Clause 23 – Uniforms and Protective Clothing</p>	<p>This clause provides when the the Employer will provide a uniform to the employee. In lieu of providing a uniform the the Employer may provide the employee with an allowance set out in the Allowance Tables of Part B.</p>
	<p><b>What’s changed?</b></p> <p>Addition of subclause (iv) providing for replacement of employees’ damaged or soiled clothing.</p>
<p>Clause 24 – Promotions and Appointments</p>	<p>This clause outlines that Promotions and Appointments are to be conducted by merit, and by using eligibility lists where appropriate.</p>
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
<p>Clause 25 – Dispute Resolution</p>	<p>This clause provides a dispute resolution procedure to settle disputes about any matter.</p>
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Removed references to the Industrial Relations Commission and replaced with the Fair Work Commission.</li> <li>• Reworded subclause (ii) requiring any disputes to be referred to designated manager.</li> <li>• Subclause (vi) adds a caveat to the provision that the status quo must be maintained during this process “<i>unless otherwise agreed by the parties</i>”.</li> <li>• Subclause (iii) amended to provide for disputes to be discussed / dealt within reasonable time as opposed to within 2 days.</li> </ul>
<p>Clause 26 – Anti-Discrimination</p>	<p>This clause confirms the intention and commitment of the Employer and employees to prevent and eliminate discrimination in the workplace.</p>

	<p><b>What's changed?</b></p> <p>Amended wording in subclause (i) in line with modern anti-discrimination terminology in line with State and Federal definitions.</p>
<p>Clause 27 – Family and Community Services Leave and Personal/Carers' Leave, Family Violence Leave and Compassionate Leave</p>	<p>This clause sets out:</p> <ul style="list-style-type: none"> <li>• How Family and Community Services Leave, Personal/Carer's Leave and Family Violence Leave and Compassionate Leave will be granted to employees and arrangements for taking such leave;</li> <li>• Specific entitlements for casual employees; and</li> <li>• Flexible work practices as an alternative to taking such leave.</li> </ul> <p><b>What's changed?</b></p> <ul style="list-style-type: none"> <li>• Amended clause so that FACS leave is separate to compassionate leave. However, where an employee qualifies for FACS leave, he or she will not be entitled to benefit arising under compassionate leave.</li> <li>• Addition of Family Violence Leave at Part D to ensure accordance with the National Employment Standards.</li> <li>• Addition of Compassionate Leave at Part E.</li> <li>• Removal of 3 year restriction on the accumulation of sick leave (i.e. no longer expires after 3 years) under subclause B(ii)(c).</li> </ul>
<p>Clause 28 – Consultation Regarding Major Workplace Change</p>	<p>This clause provides that the Employer has a duty to notify and consult with employees about definite decisions to introduce major workplace changes that are likely to have a</p>

	<p>significant effect on those employees. A clause to this effect is required by the <i>Fair Work Act 2009</i> (Cth).</p>
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 29 – Blood Count	<p>This clause provides that employees that work in close proximity to diagnostic and/or therapeutic x-ray machines or any other form of radioactive irradiators may request a blood count.</p>
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 30 – Infectious Cleaning	<p>This clause provides allowances for individuals who perform tasks which involve infectious cleaning.</p>
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 31 – Labour Flexibility	<p>This clause allows the Employer to direct an employee to carry out duties as reasonable and within the limits of their skills provided the same does not promote deskilling and is consistent with work health and safety obligations.</p>
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 32 – Teleworking	<p>This clause allows for the introduction of performance of job related work at a site away from the normal work location.</p>
	<p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>

<p>Clause 33 – Telephone Allowance</p>	<p>This clause provides that if the Employer requires an employee to answer emergency telephone calls on his/her private telephone outside of work hours the Employer will be responsible for:</p> <ul style="list-style-type: none"> <li>• three quarters of the cost of rental; and</li> <li>• the cost of all official calls.</li> </ul> <p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
<p>Clause 34 – Removal Expenses</p>	<p>This clause provides for a refund of removal and transportation expenses incurred by Health Managers only, in moving to a new city or town in which the Public Health Organisation to which he/she is appointed is situated in.</p> <p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
<p>Clause 35 – Maternity, Adoption and parental leave</p>	<p>This clause covers employees’ entitlements to Maternity Leave, Adoption Leave and Parental Leave.</p> <p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Insertion of ‘Safe Job’ and ‘no safe job leave’ subclause under Part A (x) to replace the ‘Transfer to a more suitable position’ subclause.</li> <li>• Addition of subclause (xv) ‘keeping in touch days’.</li> <li>• Addition of unpaid pre-adoption leave as per the Fair Work Act 2009 (Cth) at Part B (iii)(b).</li> <li>• References to repealed legislation have been updated to refer to current legislation.</li> </ul>

	<ul style="list-style-type: none"> <li>• Addition of Clause 35A 'Lactation Breaks' and how they may be taken.</li> </ul>
Clause 36 – Child Care	<p>This clause outlines an agreement between the Employee and Employer to address childcare needs of employees.</p> <p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 37 – Study Time	<p>This clause sets out the eligibility and entitlements for employees who study whilst working for the Employer.</p> <p><b>What's changed?</b></p> <p>References to NSW Health Policy Directives have been updated to refer to the current directive.</p>
Clause 38 – Salary sacrifice to superannuation	<p>This clause provides that employees may elect to sacrifice part or all of their salary to superannuation.</p> <p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 39 – Salary Packaging	<p>This clause outlines the arrangements for salary packaging.</p> <p><b>What's changed?</b></p> <p>References to NSW Health Policy Directives have been updated to refer to the current Directive.</p>
Clause 40 – Reasonable Hours	<p>This clause defines reasonable overtime and when the Employer can direct an employee to work overtime.</p> <p><b>What's changed?</b></p> <p>No substantive changes have been made to this clause.</p>

Clause 41 – Agreement Flexibility	This clause allows the employer and employee to agree to vary the application of certain terms of the Proposed Agreement to meet the individual needs of the employer and/or employee.
	<p><b>What’s changed?</b></p> <ul style="list-style-type: none"> <li>• Addition of requirement to provide employee with a copy of the varied agreement “<i>within 14 days after it is agreed to</i>” at subclause (v).</li> <li>• Increase to period of notice from 14 days to terminate varied agreement to no more than 28 days at subclause (viii)(a).</li> </ul>
Clause 42 – Union Representative	This clause sets out that Employee appointed Union Representative, on notification in writing, shall be recognised as accredited representative of the Union and allowed necessary time, during working hours, to interview employer on matters affecting employees.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 43 – Notice Board	This clause refers to communication via notice boards.
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Clause 44 – Trade Union Leave	This clause prescribes the leave entitlements for Trade Union members (with reference to leave for Union meetings).
	<p><b>What’s changed?</b></p> <p>No substantive changes have been made to this clause.</p>
Part A 2. Schedule	The Schedules refer to and defines various classifications covered by the Proposed Agreement.

	<p><b>What's changed?</b></p> <p>Addition of Allied Health Assistants classification.</p>
Part B – Monetary Rates – Salary and Allowance Tables	<p>These tables stipulate the salaries payable to employees in corresponding classifications and allowances payable to certain employees in particular circumstances.</p> <p><b>What's changed?</b></p> <p>The salaries have been updated to reflect rates of pay contained in the State Award. These rates are higher than those contained in the Modern Award.</p>

### Additional Clauses

Clause number	Reason for Insertion
Clause 3A – Multiple Assignments	This clause has been added in order to prescribe the entitlements for employees with multiple positions under the Proposed Agreement.
Clause 19 – Remuneration	This clause ensures that employees covered by the State Awards are paid the minimum wage and allowances in accordance with the State Awards as amended from time to time.
Clause 27D – Family Violence Leave	This clause provides for unpaid family and domestic violence leave in accordance with the National Employment Standards.
Clause 27E – Compassionate Leave	This clause provides for compassionate leave in accordance with the provisions of the <i>Fair Work Act 2009</i> (Cth).
Clause 35A – Lactation Breaks	

	This clause has been added to align with the provisions of the Health Employees Conditions of Employment (State) Award.
Clause 44 – Induction and Orientation	This clause has been added to align with the provisions of the Health Employees Conditions of Employment (State) Award.
Clause 46 – Ceremonial Leave	This clause provides leave entitlements for Indigenous employees who may be absent from work for ceremonial reasons.
Clause 43 – National Employment Standards To Prevail	This clause was added to ensure the Proposed Agreement is in accordance with the National Employment Standards.

### Deleted Clauses

During the process of reviewing the 2009 Agreement, certain clauses were considered to be outdated or no longer applicable. Accordingly, please see below a list of deleted clauses:

Clause number (in 2009 Agreement)	Reason for Deletion
Clause 7 – Board and Lodging	This clause has been deleted as it is not relevant to any of the Hospitals covered by the Proposed Agreement.
Clause 25 – New Classifications	This clause has been deleted in accordance with the <i>Fair Work Act 2009</i> (Cth).
Clause 34 – Consultation Regarding Major Workplace Change	This is a duplicate clause. See Clause 28.
Clause 38 - Exemptions	This clause is not applicable.
Clause 41 – Leave Reserved	This clause has been deleted in accordance with the <i>Fair Work Act 2009</i> (Cth).