



NSW ACT HPSS

Update at Meeting 31.7.24

NSW ACT HPSS Claim Summary

HSU Claim	Response
Annual wage increases: 8% per 12-month period. Counteroffer of 6.5% per 12 mth period Counter offer 30.7.24 - 3.75% - 4%	No change to Aurora's current offer
Special leave incorporating Natural Disasters: 10 days paid	Updated to NSW Nurses of 3 days (clause 38A)
Increase sick leave entitlement to 20 days	Not viable
Additional week Annual Leave (from 4 wks to 5 wks)	<i>Still exploring</i>
Introduction of an ADO per month	Current EA covers this
Domestic Abuse Leave: 20 days paid	Updated to NES at 10 days
Penalty & Shift Allowances increase aligned to wage increase % (page 23)	As claim has been clarified to be aligned to wage increase, this is not viable <ul style="list-style-type: none"> Aft shift 10.00 am and before 1.00 pm - 10% + wage % Aft shift 1.00 pm and before 6.00 pm -12.5% + wage % Night shift 6.00 pm and before 4.00 am- 20% + wage % Night 4.00 am and before 6.00 am - 10% + wage %
Superannuation 0.5% above statutory minimum	Not viable
Casual conversion at 6 months	Current EA covers this
Public Holidays: ability to swap day to an agreeable alternate day in lieu.	This is too difficult to monitor and manage from a payroll perspective. Flexibility provisions at sites may be explored.
Workload management clause: permanent time allocated in roster for clinical notes and documentation (Health Professionals). Time proportional to number of patients seen and treatment given.	Union provided new clause – to discuss <i>See new clause in 44 (b), if training in breaks will be provided an equivalent break.</i>
Mandatory Training – claim to be paid at OT (clause 44)	Approved at ordinary time, see above

HSU Claim	Response
Overtime payments to apply to any work done outside of rostered hours and tea and meal breaks	Clause 26 covers this now (Meal breaks)
Classification structure review	Have made small changes in Ver #3 of the EA
Ability to work 9-day fortnight	In place now
Vicarious trauma training available to all staff	Erin to provide update on Kineo module
Compassionate Leave increased to 4 days	Happy to offer 4 days – <i>needs to be updated in EA</i>
Superannuation to be paid on Parental Leave	Agreed in principle, note clause 12 (g)
Superannuation paid on Workers Compensation	Not viable
Sick leave balance paid out on termination of employment	Not viable
Family And Community Services leave: 4 days per annum. As distinct category of leave without requirement to utilise other leave balances in the first instance.	Proposing Emergency services leave as per NSW Nurses EA (Max of 3 shifts per year) in Clause 38A.
Severance pay increased by 1 additional week per period of service for all categories	Not viable
HSU participation in orientation of new employees	Agreed
Representative leave increased to 5 days per annum	As per new legislation, 5 days initially for first year then 1 day per year thereafter.
HSU to review final draft EA before distribution to workforce for access period.	Agreed

Workload Management Clause

Union Proposed Clause

- a) **The parties to this agreement acknowledge that Aurora staff and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employees and the quality of Patient/client care**
- b) **To ensure that staffs concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:**
- (i) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions. For Allied Health Staff (as assessed by the treating clinician on an overall and day to day basis.
 - (ii) **If a solution still cannot be identified and implemented, the matter should be referred to their line manager facility manager for further discussion. The line manager facility manager will respond within 48 hours.**
 - (iii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager or CEO for further discussion. The senior manager will respond within a further 48 hours.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected staff.
- c) **Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:**
- (i) Clinical assessment of patients' needs.
 - (ii) The demand of the environment such as facility layout.
 - (iii) Statutory obligation, (including, but not limited to, workplace health and safety legislation).
 - (iv) The requirements of the relevant professional association
 - (v) Reasonable workloads
 - (vi) The mix of staff including skills, training, and experience
 - (vii) Accreditation standards.
 - (viii) Budgetary considerations; and
 - (ix) Occupancy

Issues to discuss

- The timeframe, 48hrs is not long enough, suggest 7 days
- Need clarity on Nursing comment in c iv)

53. WORKLOAD MANAGEMENT

- (a) The parties acknowledge that staff and management have a responsibility to maintain a balanced workload appropriate for the delivery of high quality patient care.
- (b) Where an employee feels the workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with the employer.
- (c) The employer has a responsibility to facilitate employees in raising concerns relating to workload, to respond to issues raised by employees promptly and take appropriate action. Where the employer takes such action, it will ensure that the employee that has raised the workload issue is kept informed.
- (d) Where the employee is not satisfied that appropriate action has been taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

Words added in Version #3 of EA

It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the Employee (or their nominated Employee representative) may utilise the dispute settlement procedure of this Agreement Updated.

NSW ACT HPSS Wage Comparison – Health Professionals



- Aurora clearly pays well above the National Award, including the new 2024 rates - **and this is without our 2024 increase which is yet to be agreed**
- We have also compared our wages against **Ramsay**; the biggest private hospital group across the country and Aurora's wages are above.
- As the differential % is reasonably significant it will be difficult to erode over the increases in 2024 and beyond.
- Aurora also pays above NSW Health (Govt) from between 107% - 109% across the HP classifications

	Aurora Healthcare NSW ACT HP SS 2020 1/7/23 AURORA	Ramsay NSW HPSS Dec 2023 RAMSAY	Differential
HP Level 1.1	\$38.37	\$37.15	103.28%
HP Level 1.2	\$39.82	\$38.53	103.35%
HP Level 1.3	\$42.27	\$40.92	103.30%
HP Level 1.4	\$46.53	\$43.76	106.33%
HP Level 2.1	\$48.29	\$46.74	103.32%
HP Level 2.2	\$51.35	\$49.73	103.26%
HP Level 2.3	\$53.85	\$52.13	103.30%
HP Level 2.4	\$55.59	\$53.80	103.33%
HP Level 3.1	\$59.79	\$57.88	103.30%
HP Level 3.2	\$61.79		
HP Level 3.3	\$63.08		
HP Level 4.1	\$64.88	\$59.82	108.46%
HP Level 4.2	\$66.51		
HP Level 5 < 6 FTE	\$69.83	\$62.98	110.61%
HP Level 5 > 6 FTE	\$71.05	\$67.83	104.50%

	Health Professionals & Support Services Award 2020 1/7/23 THE AWARD	Aurora Healthcare NSW ACT HP SS 2020 1/7/23 AURORA	Diff	Health Professionals & Support Services Award 2020 1/7/24 THE AWARD	Diff
HP Level 1.1	\$27.47	\$38.37	140%	\$28.50	135%
HP Level 1.2	\$28.53	\$39.82	140%	\$29.60	135%
HP Level 1.3	\$29.79	\$42.27	142%	\$30.91	137%
HP Level 1.4	\$30.82	\$46.53	151%	\$31.97	146%
HP Level 1.5	\$33.57			\$34.83	
HP Level 1.6	\$34.76			\$36.07	
HP Level 2.1	\$34.95	\$48.29	138%	\$36.26	133%
HP Level 2.2	\$36.22	\$51.35	142%	\$37.58	137%
HP Level 2.3	\$37.61	\$53.85	143%	\$39.02	138%
HP Level 2.4	\$39.10	\$55.59	142%	\$40.57	137%
HP Level 3.1	\$40.80	\$59.79	147%	\$42.33	141%
HP Level 3.2	\$41.94	\$61.79	147%	\$43.52	142%
HP Level 3.3	\$42.84	\$63.08	147%	\$44.45	142%
HP Level 3.4	\$44.75			\$46.43	
HP Level 3.5	\$46.40			\$48.14	
HP Level 4.1	\$49.40	\$64.88	131%	\$51.25	127%
HP Level 4.2	\$52.72	\$66.51	126%	\$54.69	122%
HP Level 5 < 6 FTE	n/a	\$69.83		\$59.48	
HP level 5 > 6 FTE	n/a	\$71.05		\$65.66	

NSW ACT HPSS Wage Comparison – Support Services

- Aurora clearly pays above the National Award, including the new 2024 rates – **and this is without our 2024 increase which is yet to be agreed**
- There is one classification close to the award, but we have a plan in place for that classification
- We have also compared our wages against **Ramsay**; the biggest private hospital group across the country and Aurora’s wages are equivalent.
- For the NSW Health comparisons conducted, the Govt pay above Aurora and Ramsay across most classifications, except for Admin Management where we are above.

	Health Professionals and Support Services Award 2020 AWARD		Aurora Healthcare NSW ACT HP SS 2020 AURORA	Differential to 23	Differential to 24 (need to add 2024 %)	Ramsay NSW HPSS RAMSAY	Differential	
	1/7/23	1/7/24		1/7/23		12/23		
Level 1	\$23.97	\$24.87	Admin Officer Grade 1 Year 1	\$25.93	108.18%	104.26%	\$25.91	100.08%
Level 1	\$23.97	\$24.87	General Services Officer Grade 1 Year 1	\$25.77	107.51%	103.62%	\$25.75	100.08%
Level 1	\$23.97	\$24.87	Wardsperson Year 1	\$27.64	115.31%	111.14%	\$27.48	100.58%
Level 2	\$24.92	\$25.86	Admin Officer Grade 1 Year 2	\$26.74	107.30%	103.40%	\$26.71	100.11%
Level 2	\$24.92	\$25.86	General Services Officer Grade 2 Year 1	\$26.43	106.06%	102.20%	\$26.40	100.11%
Level 2	\$24.92	\$25.86	Wardsperson Year 2	\$27.83	111.68%	107.62%	\$27.66	100.61%
Level 2	\$24.92	\$25.86	Gardener	\$27.07	108.63%	104.68%	\$27.04	100.11%
Level 3	\$25.88	\$26.85	Admin Officer Grade 1 Year 3	\$27.47	106.14%	102.31%	\$27.44	100.11%
Level 3	\$25.88	\$26.85	General Services Officer Grade 3 Year 1	\$26.93	104.06%	100.30%	\$26.89	100.15%
Level 3	\$25.88	\$26.85	Wardsperson Year 3 and thereafter	\$27.83	107.53%	103.65%		
Level 4	\$26.18	\$27.17	Admin Officer Grade 1 Year 4	\$28.07	107.22%	103.31%	\$28.05	100.07%
Level 4	\$26.18	\$27.17	Admin Officer Grade 1 Year 5	\$28.68	109.55%	105.56%	\$28.65	100.10%
Level 4	\$26.18	\$27.17	Cook Year 1 <100 Beds	\$27.69	105.77%	101.91%	\$27.66	100.11%
Level 4	\$26.18	\$27.17	Cook Year 2 100-199 Beds	\$28.27	107.98%	104.05%	\$28.24	100.11%
Level 4	\$26.18	\$27.17	Cook Year 3 >200 Beds	\$28.94	110.54%	106.51%		
Level 4	\$26.18	\$27.17	General Services Officer Grade 4 Year 1	\$28.63	109.36%	105.37%	\$27.57	103.84%
Level 4	\$26.18	\$27.17	Gardener (Qualified)	\$27.76	106.04%	102.17%	\$27.73	100.11%
Level 5	\$27.07	\$28.09	Admin Officer Grade 2 Year 1	\$29.56	109.20%	105.23%	\$29.53	100.10%
Level 5	\$27.07	\$28.09	Admin Officer Grade 2 Year 2	\$30.46	112.52%	108.44%	\$30.44	100.07%
Level 5	\$27.07	\$28.09	Maintenance Officer (non-trade)	\$31.87	117.73%	113.46%	\$31.69	100.57%
Level 6	\$28.53	\$29.60	Catering Officer Year 1	\$31.82	111.53%	107.50%	\$31.78	100.13%
Level 6	\$28.53	\$29.60	Catering Officer Year 2	\$32.30	113.21%	109.12%	\$32.27	100.09%
Level 6	\$28.53	\$29.60	Admin Officer Grade 3 Year 1	\$31.39	110.02%	106.05%	\$31.36	100.10%
Level 6	\$28.53	\$29.60	Admin Officer Grade 3 Year 2	\$32.19	112.83%	108.75%	\$32.16	100.09%
Level 6	\$28.53	\$29.60	Chef Year 1	\$29.33	102.80%	99.09%	\$29.30	100.10%
Level 6	\$28.53	\$29.60	Chef Year 2	\$29.90	104.80%	101.01%	\$29.87	100.10%
Level 6	\$28.53	\$29.60	Admin Officer Grade 4 Year 1	\$32.97	115.56%	111.39%	\$32.93	100.12%
Level 6	\$28.53	\$29.60	Admin Officer Grade 4 Year 2	\$33.68	118.05%	113.78%	\$33.64	100.12%
Level 6	\$28.53	\$29.60	Maintenance Officer (non-trade) with staff	\$32.59	114.23%	110.10%	\$32.39	100.62%
Level 7	\$29.04	\$30.13	Admin Officer Grade 5 Year 1	\$34.62	119.21%	114.90%	\$34.59	100.09%
Level 7	\$29.04	\$30.13	Admin Officer Grade 5 Year 2	\$35.38	121.83%	117.42%	\$35.34	100.11%
Level 7	\$29.04	\$30.13	Maintenance Officer (Qualified)	\$34.67	119.39%	115.07%	\$34.47	100.58%

NSW ACT HPSS Wage Offer

To ensure we maintain momentum to get this agreement in place:

	July 2024	July 2025	July 2026
Aurora Position	2.75%	2.75%	2.75%



Clauses Agreed

Delegates rights

In what situations can the workplace delegate exercise a right of representation?	Matters pertaining to the industrial interests of eligible employees (being members or those eligible for membership of the relevant union). The clause includes a non-exhaustive list referring to: <ul style="list-style-type: none">o consultation about major workplace change;o consultation about changes to rosters or hours of work;o resolution of disputes;o disciplinary processes;o enterprise bargaining; ando any process or procedure in which the employees are entitled to be represented.
When can the delegate exercise such rights / communicate with eligible employees?	The delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work.
What will I need to provide to the workplace delegate, in terms of access / workplace facilities?	Where the employer has such facilities, the employer will be required to provide a workplace delegate exercising their rights with access to: <ul style="list-style-type: none">o a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
What is the entitlement for a workplace delegate attending training?	Workplace delegates will be entitled to access up to 5 days of paid time during normal working hours for initial training, and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees. The draft clause includes provisions around notice and evidence requirements (including not less than 5 weeks' notice) and other ancillary matters. Note: The entitlement to such paid leave is limited to 1 delegate per 50 eligible employees (i.e. members and persons eligible to be members of the delegate's organisation). The paid entitlements do not apply to small business employers (ie those who employ less than 15 employees).
What are the restrictions on when / how the workplace delegate can exercise such rights?	In exercising such rights, the workplace delegate must: <ul style="list-style-type: none">o comply with their duties and obligations as an employee;o comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;o not hinder, obstruct, or prevent the normal performance of work; ando not hinder, obstruct, or prevent

Mandatory Training Clause

An update to Clause 44 c) and d) – Change title to E-Learning Mandatory training

- Where possible, employees will be allocated time during their rostered work time to complete mandatory training.
- Where mandatory training cannot be attended to during an employee's ordinary working hours, an employee may be directed by the Employer to attend to mandatory training outside of their ordinary hours, and if approved by the Hospital CEO will be paid at the applicable overtime penalty rate.
- Where an employee is not directed by the Employer to attend to mandatory training outside their ordinary hours, but elects to do so, such employee will be entitled to be paid at the base rate of pay for such time spent attending to mandatory training.

Compassionate Leave - evidence

Current clause 38 h)

The employee, if required by the Employer, shall supply relevant evidence of the requirement for such leave.

Change the wording to:

An employer can request evidence about the reason for compassionate leave (for example, a death or funeral notice or statutory declaration). This request for evidence has to be reasonable. If the employee doesn't provide the requested notice or evidence they may not get compassionate leave.

Actions Outstanding

Will include in next draft, ready before next meeting

- 3.48 Aurora to review hours of work clause regarding consecutive days - should be no more than 10 consecutive days not 12
- 3.49 Aurora to amend example provided in Clause 18 (ii) where it jumps from 6 to 9 hours