

[2015] FWCA 440

The attached document replaces the document previously issued with the above code on 19 January 2014.

The name of the Agreement Evolution Healthcare Illawarra Nursing Enterprise Agreement 2014 is now replaced to read:

***Evolution Healthcare Illawarra Enterprise Agreement 2014***

Jenny Hannay  
Associate to Commissioner Simpson

Dated 20 January 2015.





## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

### Work Relations

(AG2014/11034)

## EVOLUTION HEALTHCARE ILLAWARRA ENTERPRISE AGREEMENT 2014

Health and welfare services

COMMISSIONER SIMPSON

BRISBANE, 19 JANUARY 2015

*Application for approval of the Evolution Healthcare Illawarra Enterprise Agreement 2014.*

[1] An application pursuant to s.185 of the Fair Work Act 2009 (“**the Act**”) was made by Evolution Healthcare (**the Employer**) for the approval of an enterprise agreement known as the *Evolution Healthcare Illawarra Enterprise Agreement 2014*. (**the Agreement**).

[2] The agreement is a single-enterprise agreement.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.

[4] The New South Wales Nurses and Midwives’ Association and the New South Wales Branch of the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that it wants the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers them.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act.

COMMISSIONER

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# EVOLUTION HEALTHCARE ILLAWARRA ENTERPRISE AGREEMENT 2014

ARRANGEMENT OF ENTERPRISE AGREEMENT

Rollout Version, 4 December 2014

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## PART 1 Preliminary

### 1.1 Operation of Agreement

- (a) This Agreement will be known as the Evolution Healthcare Illawarra Nursing Enterprise Agreement 2014.
- (b) The employees bound by this Agreement are those employees employed by Evolution Healthcare to perform work within the classifications contained in Schedule B.1 of this Agreement for nursing and within the classifications contained in Schedule C.1 for non nursing.
- (c) This Agreement will commence on the first full pay period following its approval by FWC.
- (d) This Agreement will nominally expire on 30 June 2017.
- (e) Negotiations will commence on an Agreement to replace this Agreement by 1 March 2017.
- (f) This is a comprehensive Agreement and will not be read in conjunction with any Industrial Agreement or Industrial Award except as expressly provided for within this Agreement.
- (g) The NES and this Agreement combine to form the minimum conditions of employment for employees covered by this Agreement.
- (h) A copy of this Agreement and the NES will be made readily accessible to employees at each Hospital covered by the Agreement. In all cases a copy of both documents will be available for inspection through the person responsible for personnel matters at the workplace.

### 1.2 Definitions

- (a) 'Act' means Fair Work Act 2009.
- (b) 'Board' means the Australian Health Practitioner Regulation Agency
- (c) 'continuous service' means service for any employee in accordance with Section 22 of the Act.
- (d) Evolution Healthcare means Shellharbour Private Hospital Pty Limited trading as Shellharbour Private Hospital (ABN: 50 152 608 029) and South Coast Private Pty Limited trading as South Coast Private (ABN: 61 151 778 719) and a successor, transmittee or assignee of either company (as provided for in the Fair Work Act).
- (e) 'FWC' means Fair Work Commission.
- (f) 'Hospital' means a private hospital as defined by the Private Hospitals and Day Procedure Centres Act 1988.
- (g) 'immediate family' means:
  - (i) A 'spouse' (including former spouse), 'de facto partner' (including former de facto partner), 'child' (including adopted, foster, ex-foster, step, ex-step), 'parent' (including step, foster) 'grandparent' (including step, foster), 'grandchild' (including step, foster) or sibling of the employee; or
  - (ii) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.'de facto partner' includes a same sex de facto partner.
- (h) 'NES' means the National Employment Standards as amended from time to time.
- (i) 'night duty' means any shift finishing between midnight and 8am.
- (j) 'non working day' is a day that a permanent employee is not rostered to work.
- (k) 'ordinary hours' means 76 hours per 2 week cycle for a full time employee and the contracted hours per 2 week cycle for a part time employee.
- (l) 'ordinary hourly rate of pay' is the permanent employee ordinary hourly rate of pay for each classification as specified in the Wages and Classifications Schedules to this Agreement.
- (m) 'union' means the NSW Nurses and Midwives' Association & Australian Nursing Federation – New South Wales Branch A.B.N 63 398 164 405 of 50 O'Dea Ave, Waterloo NSW 2017 and/or the HSU New South Wales Branch ABN : 93 728 534 595 of level 2, 109 Pitt Street, Sydney, New South Wales.

## PART 2 General Employment Matters

### 2.1 Dispute Procedure

- (a) In the event of a dispute in relation to a matter about this Agreement, or in relation to the NES, the following Dispute Procedure will apply:

Step 1: At the first instance between the employee and the employee's line manager.

Step 2: If the matter is not settled the employee may raise the matter with more senior levels of management as appropriate.

Step 3: If the matter is not settled the employee may raise the matter with Evolution Healthcare Corporate Office.

Step 4: If the matter still cannot be resolved the employee may refer the matter to FWC for conciliation and only after all reasonable attempts to settle the matter by conciliation have failed, for arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective. The decision of the member of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

- (b) Until the dispute procedure is completed work as usual must continue in accordance with the status quo subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by Evolution Health to perform work. No party will be prejudiced by this continuance of work.
- (c) Any party to a dispute may request that a person attend and represent them. This representative may be an official or delegate of the union.
- (d) The parties must co-operate to ensure these procedures are followed as quickly as reasonably practicable.

### 2.2 Individual Flexibility Arrangement

- (a) Evolution Healthcare and an employee may agree to make an Individual Flexibility Arrangement (IFA) to vary the effect of terms of this Enterprise Agreement if the IFA deals with one or more of the following matters:

- (i) Arrangements about when work is performed;
- (ii) Overtime rates;
- (iii) Penalty rates;
- (iv) Allowances;
- (v) Leave loading.

- (b) The IFA must meet the genuine needs of Evolution Healthcare and the employee in relation to one or more of the matters outlined in paragraph (a); and the arrangement must be genuinely agreed to by Evolution Healthcare and the employee.

- (c) Evolution Healthcare will ensure that the clauses of the IFA:

- (i) Are about permitted matters under section 172 of the Act; and
- (ii) Are not unlawful clauses under section 194 of the Act; and
- (iii) Result in the employee being better off overall than the employee would be if no arrangement was made.

- (d) Evolution Healthcare will ensure that the IFA:

- (i) Is in writing; and
- (ii) Includes the name of Evolution Healthcare and the employee; and
- (iii) Is signed by Evolution Healthcare and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (iv) Includes details of:
  - The clauses of the Enterprise Agreement that will be varied by the IFA; and
  - How the arrangement will vary the effect of the clauses; and
  - How the employee will be better off overall in relation to the clauses and conditions of his or her employment as a result of the IFA; and
  - States the day on which the IFA commences.

- (e) Evolution Healthcare must give the employee a copy of the IFA within 14 days after it is agreed to.

- (f) Evolution Healthcare or the employee may terminate the IFA:
  - (i) By giving no less than 28 days written notice to the other party to the IFA; or
  - (ii) By both Evolution Healthcare and the employee agreeing in writing — at any time.
- (g) Where an employee informs Evolution Healthcare that they are to be represented by the union (or other representative) Evolution Healthcare will take all reasonable steps to facilitate the representation.

### 2.3 Workplace Consultation

- (a) This clause applies if:
  - (i) Evolution Healthcare has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (ii) The change is likely to have a significant effect on employees of the enterprise.
- (b) Evolution Healthcare must notify the relevant employees of the decision to introduce the major change.
- (c) The relevant employees may appoint union or other representative for the purposes of the procedures in this clause.
- (d) If:
  - (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) The employee or employees advise Evolution Healthcare of the identity of the representative,  
Evolution Healthcare must recognise the representative.
- (e) As soon as practicable after making its decision, Evolution Healthcare must:
  - (i) Discuss with the relevant employees and their representative (if any):
    - The introduction of the change; and
    - The effect the change is likely to have on the employees; and
    - Measures Evolution Healthcare is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) For the purposes of the discussion — provide, in writing, to the relevant employees and their representative (if any):
    - All relevant information about the change including the nature of the change proposed; and
    - Information about the expected effects of the change on the employees; and
    - Any other matters likely to affect the employees.
- (f) However, Evolution Healthcare is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- (g) Evolution Healthcare must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) In this clause, a major change is 'likely to have a significant effect on employees' if it results in:
  - (i) The termination of the employment of employees; or
  - (ii) Major change to the composition, operation or size of Evolution Healthcare workforce or to the skills required of employees; or
  - (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) The alteration of hours of work; or
  - (v) The need to retrain employees; or
  - (vi) The need to relocate employees to another workplace; or
  - (vii) The restructuring of jobs.
- (i) In this clause, 'relevant employees' means employees who may be affected by the major change.

#### Consultation about Changes to Rosters or Hours of Work

- (j) Where an Evolution Healthcare proposes to change an employee's regular roster or ordinary hours of work, Evolution Healthcare must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (k) Evolution Healthcare must:

- (i) Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (l) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (m) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## 2.4 Flexible Work Arrangements

- (a) An employee with at least 12 months continuous service who:
- (i) Is a parent or guardian, or has the responsibility for the care, of a child who is school age or younger;
  - (ii) Is a carer (as defined in the Carer Recognition Act 2010);
  - (iii) Has a disability;
  - (iv) Is 55 or older;
  - (v) Is experiencing family or domestic violence; or
  - (vi) Is caring for or supporting an immediate family member or household member who requires care or support because of family or domestic violence

May make a request in writing to Evolution Healthcare for a change in working arrangements. This could include changes to hours of work, patterns of work and changes in location of work.

- (b) To be eligible an employee must have at least 12 months' continuous service.
- (c) Requests from the employee need to be in writing. The only reason Evolution Healthcare will not agree to the request is on reasonable business grounds. Evolution Healthcare will provide a response to any request within 21 days and if it is not in a position to agree to the request they will provide the employee with an explanation of why in their response.

## 2.5 Joint Consultation and Workplace Health and Safety Committee

- (a) A consultative and WHS committee ('the committee') will be formed at both SCP and SHP to discuss productivity and workplace, health and safety. The committee will comprise of the following representatives:
- (i) Two management representatives;
  - (ii) One supervisor;
  - (iii) Two elected non nursing employees; and
  - (iv) Two elected nursing employees.
- (b) The committee will meet four times per calendar year.
- (c) The committees terms of reference will include:
- (i) To discuss productivity indicators;
  - (ii) To develop initiatives to achieve best practice;
  - (iii) To discuss Workload Management (as per clause 7.6 of this Agreement);
  - (iv) Review and discuss performance indicators;
  - (v) Review measures taken to ensure the health, safety and welfare of employees;
  - (vi) Investigate any matter that may be a risk to the health, safety and welfare of employees; and
  - (vii) Ensure that information pertaining to the function and role of the Committee is distributed to all other hospital employees.
- (d) The committee will not operate to require Evolution Healthcare to provide confidential or commercially sensitive information.
- (e) A committee member will not have access to the arbitration provision in the dispute procedure (clause 2.1 herein) in respect of a dispute about the operation of the committee.

## PART 3 Employment Categories

### 3.1 Employment Terms

- (a) Employees will be employed as a full time employee, part time employee or casual employee.
- (b) At the time of engagement, and any change to the nature of the engagement, Evolution Healthcare will inform an employee whether they are employed on a full-time, part-time or casual basis. Evolution Healthcare may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

### 3.2 Full Time Employees

The ordinary hours for full time employees are 76 hours for a 2 week cycle.

### 3.3 Part Time Employee

- (a) A part-time employee is an employee who is engaged to work less than 76 hours per 2 week cycle. A part time employee will have reasonably predictable hours of work.
- (b) Before commencing part-time employment, Evolution Healthcare and the employee will agree in writing the guarantee minimum number of hours to be worked, which will apply to those hours. The guaranteed minimum number of hours referred to may be varied by mutual agreement and recorded in writing.
- (c) A part-time employee will be paid a minimum of 3 hours pay for each engagement.
- (d) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time employees.

#### Annual Review of Part Time Hours

- (e) Twelve months after their commencement, and in 12 month intervals from then on, a part time employee who is regularly working in excess of their contract hours may apply to have their contract hours reviewed to reflect the minimum number of hours they are regularly working. Evolution Healthcare will only refuse a request on reasonable business grounds. Evolution Healthcare will provide a written response within 14 days. In instances where Evolution Healthcare refuses the request the written response will include the reasons for the refusal.
- (f) Where operationally possible and where the right skill mix exists, part time employees will receive preference to any additional hours that become available.

### 3.4 Casual Employees

- (a) Casual employees are employees engaged as such and paid on an hourly basis.
- (b) The hourly rate of pay for casual employees is specified according to their Classification in the Classification Schedule B for Nursing, Schedule C for non-nursing of this Agreement with penalty rates for casuals (including the 25% casual loading) set out in the Penalty Rate Table of this Agreement.
- (c) Casual employees will be paid a minimum of 3 hours each engagement.
- (d) Casual employees do not receive overtime payments except for a nurse casual employee, where the nurse works more than 10 hours on a shift they will be paid overtime in accordance with clause 5.3(c). The casual loading will not apply to overtime payments.
- (e) Due to the casual loading, casual employees have no entitlement to the provisions contained in: annual leave and personal leave although a casual employee will be provided the following in accordance with the NES:
  - (i) Unpaid carers leave where an employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency; and
  - (ii) Unpaid compassionate leave if a member of an employee's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life, or passes away.

### Casual Conversion

- (f) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
  - (i) On a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
  - (ii) On part time basis where the employee has worked a regular number of hours each 4 week cycle throughout the period of casual employment. Such part time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Evolution Healthcare and the employee.
- (g) Evolution Healthcare will provide a written response within 14 days. In instances where Evolution Healthcare refuses the request the written response will include the reasons for the refusal.
- (h) Casual conversion will not apply where a casual employee has covered absences of a permanent employee that is expected to return to work.

### 3.5 Fixed Term Employee

- (a) Evolution Healthcare may engage full time employees and part time employees on a fixed term basis.
- (b) Prior to the commencement of fixed term employment, the employee will be advised in writing of:
  - (i) The exact date of commencement and completion\* of the temporary employment;
  - (ii) Whether they are a full time employee or a part time employee on a fixed term contract;
  - (iii) Their weekly or hourly rate of pay; and
  - (iv) Any other specific terms of appointment.

\* The completion date may be varied in instances where a temporary permanent employee is replacing another employee on a period of leave that finishes earlier than originally advised by the employee taking the leave (eg an employee returning from parental leave earlier than originally advised).

## PART 4 Wages and Related Matters

### 4.1 Classifications

- (a) The Agreement classifications and classification descriptors for nursing employees are set out in Schedule B to this Agreement.
- (b) The Agreement classifications and classification descriptors for non nursing employees are set out in Schedule C to this Agreement.

### 4.2 Allowances

The Agreement allowances and allowance descriptors are set out in Schedule A to this Agreement.

### 4.3 Wages

#### Nursing

- (a) The Wage Rates that will apply from approval by FWC of the Enterprise Agreement for nursing employees are set out in Schedule D to this Enterprise Agreement.
- (b) The Wage Rates that will apply from the first full pay period in July 2015 for nursing employees are set out in Schedule D to this Enterprise Agreement.
- (c) The Wage Rates that will apply from the first full pay period in July 2016 for nursing employees are set out in Schedule D to this Enterprise Agreement.

#### Non Nursing

- (d) The Wage Rates that will apply from approval by FWC of the Enterprise Agreement for non nursing employees are set out in Schedule E to this Enterprise Agreement.
- (e) The Wage Rates that will apply from the first full pay period in July 2015 for non nursing employees are set out in Schedule E to this Enterprise Agreement.
- (f) The Wage Rates that will apply from the first full pay period in July 2016 for non nursing employees are set out in Schedule E to this Enterprise Agreement.

#### 4.4 Regarding of Classification

Where an employee believes the nature of the work they are undertaken changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.

#### 4.5 Higher Grade Payment

##### Nursing Employees

- (a) Where a nursing employee is appointed to work at a higher classification level, for a period of 3 days or more, the employee will be paid at the higher classification level ordinary hourly rate of pay (plus penalties, loadings) whilst so appointed.

##### Non Nursing Employees

- (b) Where a non nursing employee is appointed to work at a higher classification level the employee will be paid at the higher classification level ordinary hourly rate of pay (plus penalties, loadings) whilst so appointed.

#### 4.6 Wage Payments

- (a) Wages including loadings, penalties, overtime and allowances will be paid fortnightly.
- (b) Wages will be paid into the employee's bank account by electronic funds transfer, without cost to the employee.
- (c) Payslips will be provided to employees in a timely manner following each wage payment.

#### 4.7 Superannuation

- (a) Superannuation is dealt with by federal legislation including the Superannuation Guarantee (Administration) Act 1992, The Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993 (together the 'superannuation legislation'). The superannuation legislation, as varied from time to time, will govern the superannuation rights and obligations of the Agreement.
- (b) The Default Fund, used where an employee fails to nominate a superannuation fund, will be Health Employees' Superannuation Trust Australia (HESTA).
- (c) An employee may salary sacrifice in accordance with the relevant legislation. To salary sacrifice the employee is required to complete the appropriate form authorising Evolution Healthcare to make such deductions. Contributions payable by the Evolution Healthcare in relation to the Superannuation Guarantee Legislation will be calculated by reference to the salary that would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (d) MySuper product has the meaning given by the Superannuation Industry (Supervision) Act 1993 (Cth). Clause 22.4 of the Health Professionals and Support Services Award 2010 and clause 20.4 of the Nurses Award will form part of this Agreement.

## PART 5 Hours of Work

### 5.1 Permanent Employee Rostering and Working Hours Principles

- (a) The permanent employee roster establishes the starting and finishing times and days of work that permanent employees will be required to perform their contracted hours in a 2 week cycle.
- (b) A copy of the rostered hours for permanent employees will be displayed in a prominent place.
- (c) The permanent employee 2 week roster will be posted a minimum of 7 days in advance of the roster period. Where an employee is entitled to time in lieu or a rostered day off, the day off will be shown on the 2 week roster. Additionally and at the same time, Evolution Healthcare will post a projected roster for the 2 week cycle that immediately follows the roster period being posted.
- (d) Change to a posted roster:
  - (i) By Evolution Healthcare: a posted roster may be altered at any time by Evolution Healthcare to enable the hospital services to be carried on (eg where another employee is absent from duty on account of unforeseen circumstances or illness or in an emergency). Where the alteration involves an employee working on a day, which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged. Prior to the date of the changed shift, such change of roster will be notified verbally or in writing to the employee concerned and shown on the roster;
  - (ii) By Evolution Healthcare on short notice: Evolution Healthcare may change an employee's roster at short notice, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency; or
  - (iii) By an employee: an employee may change their roster at short notice, with the agreement of Evolution Healthcare for any reasonable ground.
- (e) The Evolution Healthcare permanent employee's working hours principles are:
  - (i) A full time employee will be rostered to work 76 hours each 2 week cycle;
  - (ii) A part time employee will be rostered to work their ordinary hours (and varied hours up to 76 hours where applicable and mutually agreed) each 2 week cycle;
  - (iii) No more than 10 hours work per shift or 11 hours work on a night duty shift provided that up to 12 hours may be worked per shift where mutually agreed with an employee. No employee can be required to work shifts of 12 ordinary hours;
  - (iv) No more than 10 shifts per 2 week cycle or no more than 19 shifts per 4 weeks where operationally possible and mutually agreed;
  - (v) No more than 7 consecutive days unless mutually agreed otherwise;
  - (vi) An employee will not work more than two quick shifts in any period of 7 days (ie an evening shift which is followed by a morning shift); and
  - (vii) A minimum of 4 full days off each 2 week cycle. Where possible days off will be consecutive and will not be preceded by an evening shift or night shift.
- (f) A permanent employee will receive a minimum break of 8 hours between the completion of one shift and the commencement of the next shift. Where an employee has worked a double-shift a minimum break of 10 hours will apply. Where an employee does not receive the required minimum break between shifts they will be paid overtime for any work performed until such time as they do receive the required minimum break.

#### Rostered Day Off

- (g) Instead of being rostered to work 76 hours per 2 week cycle (see clause 5.1(e)), a full time employee may be rostered so they work 80 hours per 2 week cycle with the additional 4 hours per 2 week cycle to go towards rostered day off hours for the employee.
- (h) The employee's rostered day off hours can be used in the following ways:
  - (i) So the employee can have a regularly rostered day off in every 2<sup>nd</sup> 2 week roster cycle (ie the employee will be rostered to work 19 days per 4 weeks rather than 20 days);
  - (ii) Where the employee takes personal leave and has no accrued personal leave;
  - (iii) At any time mutually agreed between the employee and Evolution Healthcare taking into consideration the operational requirements of the hospital; or
  - (iv) Where Evolution Healthcare reasonably require an employee to take accrued banked rostered day off hours where it is a part of a close-down of its operations.
- (i) An employee will not be able to have more than 38 rostered day off hours accrued. Where an employee exceeds 38 rostered day off hours accrued the hours in excess of 38 hours will be paid to the employee at the employee's ordinary hourly rate of pay.

- (j) On termination of employment an employee will be paid any accrued rostered day off hours at the employee's ordinary hourly rate of pay.

## 5.2 Casual Employee Indicative Rostering

- (a) On a fortnightly basis Evolution Healthcare will provide indicative starting and finishing times and days of work for casual employees.
- (b) A casual employee will be advised of changes, if any, to their indicative roster prior to the start of their shift and Evolution Healthcare will endeavour to contact the employee 24 hours prior to the nominated start time and notify them of the change, although were an unexpected operational changes occurs, a casual employee may be notified of a change to the indicative roster up to the time of their arrival at work.
- (c) A casual employee is to inform Evolution Healthcare prior to posting of the indicative casual roster of any potential unavailability so this can be discussed and considered in the setting of the indicative roster.
- (d) If a casual employee is unable to work in accordance with their indicative roster they must contact Evolution Healthcare 24 hours prior to the indicative start time if unavailable, although in unexpected circumstances (eg personal leave) they must contact Evolution Healthcare prior to their start time.
- (e) Once a casual employee commences work, changes to their indicative finish time can only occur via mutual agreement.

## 5.3 Overtime

- (a) If a permanent employee performs work outside the working hours principles (clause 5.1(e) herein) they will be paid overtime.
- (b) Evolution Healthcare may require an employee to work reasonable overtime at the overtime rates. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
  - (i) Any risk to the employee's health and safety;
  - (ii) The employee's personal circumstances including any family responsibilities;
  - (iii) The needs of the workplace or enterprise;
  - (iv) The notice (if any) given by Evolution Healthcare of the overtime and by the employee of their intention to refuse it; and
  - (v) Any other relevant matter.
- (c) Overtime will be paid and calculated at the following rates:

Monday to Saturday:	First 2 hours on a day at the rate of 150% of the employee's ordinary rate of pay and 200% thereafter for that shift
Sunday:	200% of the employee's ordinary rate of pay
Public Holiday - Nursing:	200% of the employee's ordinary rate of pay
Public Holiday – Non Nursing:	250% of the employee's ordinary rate of pay
- (d) A full time employee required to work more than two hours overtime following on the completion of a rostered shift will be allowed a paid 20 minute meal break and a further 20 minute paid meal break after each subsequent four hours of overtime. This will be counted as time worked. This clause will apply to a part time employee where they are required to work overtime on the completion of a rostered shift where the overtime is in excess of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.

### Recalled to Work Overtime

- (e) Where an employee is recalled to work to perform overtime after leaving Evolution Healthcare premises, the employee will be paid for a minimum of 4 hours work.
- (f) An employee recalled to work overtime after leaving Evolution Healthcare premises, and who is required to work for more than four hours, will be allowed a paid 20 minute meal break and a further 20 minute paid meal break after each subsequent four hour's overtime.

### Time In Lieu

- (g) Instead of overtime payments a permanent employee may be compensated for the overtime by being provided time in lieu although an employee cannot be compelled to take time in lieu of overtime.

- (h) Time in lieu will be recorded and accrued at the overtime equivalent. (Ie for an hour of overtime at 150% the employee will accrue 1.5 hours of time in lieu. For an hour of overtime at 200% the employee will accrue 2 hours of time in lieu).
- (i) An employee will not be able to accrue more than 38 hours time in lieu. Where an employee exceeds 38 hours time in lieu the hours in excess of 38 hours will be paid to the employee at the employee's ordinary hourly rate of pay.
- (i) The employee's time in lieu can be used in the following ways, subject to mutual agreement between the employee and Evolution Healthcare:
- (i) Where the employee takes personal leave and has no accrued personal leave;
- (ii) At any time mutually agreed between the employee and Evolution Healthcare taking into consideration the operational requirements of the hospital; or
- (iii) Where Evolution Healthcare reasonably require an employee to take accrued time in lieu where it is a part of a close-down of its operations.
- (j) On termination of employment an employee will be paid any accrued time off in lieu hours at the employee's ordinary hourly rate of pay.

#### 5.4 Penalties

- (a) A nursing employee performing work on the following days and times will be paid the following percentage of the relevant classification ordinary hourly rate of pay:

Nursing Penalty Rate Table

	<u>Permanent Employee</u>	<u>Casual Employee*</u>
Monday to Friday – commencing at or after 6.00am and before 10.00am	100%	125%
Monday to Friday Afternoon shift – commencing at 10am and before 1pm	110%	135%
Monday to Friday Afternoon shift – commencing at 1pm and before 4pm	112.5%	137.5%
Monday to Friday Night shift – commencing at 4pm and before 4am	115%	140%
Monday to Friday – commencing at 4am and before 6am	110%	135%
Saturday	150%	150%
Sunday	175%	175%
Public holiday	200%	200%

\*The casual employee penalty includes the 25% penalty loading where it is applicable.

Note: a penalty will not apply on a penalty ie only one of the above listed penalties can apply at any one time. A penalty will not apply where overtime is being paid.

- (b) A non nursing employee performing work on the following days and times will be paid the following percentage of the relevant classification ordinary hourly rate of pay:

Non Nursing Penalty Rate Table

	<u>Permanent Employee</u>	<u>Casual Employee*</u>
Monday to Friday – 6am to 6pm	100%	125%
Monday to Friday – 6pm to 6am	120%	145%
Saturday	150%	175%
Sunday	175%	175%
Public holiday	250%	250%

\*The casual employee penalty includes the 25% penalty loading where it is applicable.

Note: a penalty will not apply on a penalty ie only one of the above listed penalties can apply at any one time. A penalty will not apply where overtime is being paid.

## 5.5 Breaks

(a) Paid rest break and unpaid meal break entitlements are:

<u>Hours Worked</u>	<u>Breaks</u>
More than 4 hours and up to 5 hours	Paid rest break of 10 minutes
More than 5 hours and less than 7.6 hours:	Paid rest break of 10 minutes; and Unpaid meal break of 30 minutes to 60 minutes
7.6 hours and up to 10 hours:	Paid rest break of 2 x 10 minutes*; and Unpaid meal break of 30 minutes to 60 minutes *The 2 x 10 minute paid rest break may be joined.
12 hour shift	2 x 10 minute paid rest break or 1 x 20 minute paid rest break; and 2 x 30 minute unpaid meal break or 1 x 60 minute unpaid meal break
Overtime – at end of a shift	1 x 20 minutes paid rest break in the 1 <sup>st</sup> 2 hours of overtime; and A further 1 x 20 minutes paid rest break each subsequent 4 hours of overtime
Overtime – where recalled to work	1 x 20 minutes paid rest break each 4 hours of overtime

(b) Paid rest breaks are counted as time worked. Unpaid meal breaks are not counted as time worked.

(c) If an employee is recalled to work during an unpaid meal break they will be paid overtime for the total period of the break.

## PART 6 Leave

### 6.1 Personal/Carers Leave

- (a) A permanent employee will be entitled to 10 days personal leave per annum accruing progressively on ordinary hours in accordance with the NES. (This equates to 76 hours for a full time employee and pro rata for a part time employee.)
- (b) An employee will be entitled to ceremonial leave in accordance with the NES.
- (c) Personal leave applies for sick leave and carers leave.
- (d) If an employee is taking personal leave they must contact their immediate manager prior to the commencement of the shift, where practicable to do so, and, as far as possible, outline the the estimated duration of the absence.
- (e) Employees are not entitled to be paid for their accumulated personal leave on termination.
- (f) Authorised personal leave, whether paid or unpaid, does not break an employee's continuity of service.
- (g) Personal leave absences will be paid at an equivalent amount per hour to the employee's ordinary rate of pay.
- (h) A permanent employee may use accumulated personal leave when on workers compensation where his or her workers compensation payments are less than his or her ordinary hourly pay of pay. In this case a personal leave entitlement may be used to make up the difference between the full ordinary hourly rate of pay and the workers compensation hourly payment.

#### Sick Leave

- (i) Sick leave may be used when an employee is not well enough to work.
- (j) Where the employee is sick for 2 consecutive days or more, Evolution Healthcare requires evidence of the need for the leave via a medical certificate, dated at the time of absence, if it is reasonably practicable to do so, otherwise a statutory declaration.

- (k) Where Evolution Healthcare considers an employee has a pattern of absenteeism or extensive absenteeism in any year, Evolution Healthcare may require the employee to produce evidence of the need for all personal leave via a medical certificate, dated at the time of absence, if it is reasonably practicable to do so, otherwise a statutory declaration.

#### Carers Leave

- (l) Carer's leave may be used when an employee needs to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness or injury or an unexpected emergency.
- (m) Where the employee is taking carer's leave, Evolution Healthcare may require evidence of the need for the leave via a medical certificate if it is reasonably practicable to do so, otherwise a statutory declaration.
- (n) Unpaid carer's leave of 2 days per occasion is available to employees who have exhausted their accrued personal leave. Unpaid carer's leave can be taken as a single unbroken period of 2 days or as separate periods if mutually agreed.

### 6.2 Compassionate Leave

- (a) Upon the death of an immediate family member or a member of the employee's household, a permanent employee will be entitled to 2 days' paid compassionate leave.
- (b) If a member of an employee's immediate family or household contracts or develops a personal illness or sustains an injury that poses a serious threat to their life the employee will be entitled to 2 days' paid compassionate leave.
- (c) The employee may be required to provide reasonable evidence of the requirement to take compassionate leave.
- (d) Evolution Healthcare will consider cases for additional compassionate leave or extensions to compassionate leave on a case-by-case basis.

### 6.3 Annual Leave

- (a) Permanent nursing employees will be entitled to paid annual leave per annum accruing progressively on ordinary hours of work, of 5 weeks. A nurse will be entitled to an additional week of leave (ie 6 weeks leave per annum) where the nurse is regularly rostered over seven days of the week; and regularly works on weekends.
- (b) Permanent non nursing employees will be entitled to paid annual leave per annum accruing progressively on ordinary hours of work, of 4 weeks. A non nursing employee will be entitled to an additional week of leave (ie 5 weeks leave per annum) where the non nursing employee works for more than four ordinary hours on 10 or more weekends during the year in which their annual leave accrues.
- (c) The taking of annual leave will be by mutual agreement, within a period not exceeding twelve months from the date it accrues. Evolution Healthcare will not unreasonably refuse any annual leave requests.
- (d) Annual leave payments will be made in the normal pay cycle as if the permanent employee had been working. On request an employee will be paid their annual leave payments in advance.
- (e) An employee will request annual leave, in writing, where practicable with 4 weeks notice.
- (f) An employee may request, in writing, to cash out a particular portion of their annual leave. Annual leave will not be cashed out if it would result in the employee's remaining annual leave accruals being less than 4 weeks. Annual leave loading will be paid on any annual leave cashed out. Once annual leave is cashed out it will no longer be available as annual leave.
- (g) Annual leave loading will be paid on annual leave at the higher of 17.5% or the penalties the employee would have received had they not gone on leave for the period.
- (h) A gazetted public holiday will not be counted as a day of annual leave.
- (i) Any accrued annual leave and annual leave loading entitlement will be paid upon termination of employment.
- (j) Authorised annual leave, whether paid or unpaid, does not break an employee's continuity of service.
- (k) Evolution Healthcare may reasonably require an employee to take annual leave, by giving at least 4 weeks' notice, where more than 8 weeks' leave is accrued. In this instance an employee may be required to take up to  $\frac{1}{4}$  of their accrued annual leave.

#### 6.4 Public Holidays

- (a) Evolution Healthcare will recognise the public holidays that are proclaimed by the New South Wales Government to apply to the locality in accordance with the NES. The public holidays currently proclaimed include: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday, Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; and Boxing Day.
- (b) In addition to the proclaimed public holidays, permanent employees will be entitled to an additional day off between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a proclaimed public holiday.

##### Public Holiday Substitution

- (c) Evolution Healthcare will recognise substituted public holidays in accordance with the NES.

##### Public Holiday on Days Off

- (d) A full-time employee will receive a day's ordinary pay for public holidays that occurs on a non working day except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.
- (e) A part time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work. Where a part-time employee is rostered off on a public holiday they would ordinarily work they will be paid their ordinary rate of pay for that day.

#### 6.5 Long Service Leave

- (a) Employees covered by this Agreement will be entitled to long service leave on full pay, subject to, and in accordance with, the provisions of the NSW Long Service Leave Act 1955 although long service leave payments for nursing employees will be as follows:
  - (i) After 10 years' continuous service, two months' long service leave;
  - (ii) After fifteen years' continuous service, an additional one month's long service leave; and
  - (iii) For each five years' continuous service after 15 years continuous service, to an additional one and a half months long service leave.
- (b) Evolution Healthcare will recognise the prior unbroken service of an employee with owners of other Evolution Healthcare hospitals within Australia for the purposes of long service leave accruals (less any long service leave already taken by the employee).

#### 6.6 Parental Leave

- (a) Parental leave will be provided to relevant employees in accordance with the National Employment Standards.
- (b) An employee with 12 months or more continuous service will be entitled to access unpaid parental leave. Unpaid parental leave will be 12 months although an employee may request to extend their parental leave for a further period of up to 12 months.
- (c) Annual leave or long service leave owed to an employee can be taken as part of the employee's approved parental leave.
- (d) A casual employee will be entitled to parental leave provided that:
  - (i) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the employee proposes to proceed on parental leave; and
  - (ii) Have but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- (e) A full time employee may request to return to work from the parental leave on a part time basis. Evolution Healthcare will give genuine consideration to each request in accordance with its operational requirements.
- (f) An employee, returning to work after parental leave, will have due consideration given to their family responsibilities. This consideration will be given without affecting the needs of other employees.
- (g) Whilst on parental leave, as a primary care giver, a permanent employee may be employed by Evolution Healthcare on a separate employment contract as a casual employee. This can only occur on Evolution Healthcare receiving a written request from the employee concerned and on the understanding that the arrangement does not in any way impact on the employee's accruals, entitlements or permanent employment contract unless Evolution Healthcare terminates the contract of employment due to misconduct reasons. Evolution Healthcare will offer hours of work to such an employee subject to the normal principles of a casual engagement and Evolution Healthcare operational requirements. A permanent employee on parental leave may not work on a separate casual contract during that period where the employee is receiving the government parental leave payment.

- (h) Whilst on parental leave a permanent employee with more than 2 years and up to 4 years continuous service with Evolution Healthcare will receive 6 weeks paid parental leave paid at their ordinary hourly rate of pay and a permanent employee with more than 4 years continuous service with Evolution Healthcare will receive 8 paid parental leave paid at their ordinary hourly rate of pay.

## 6.7 Community Service Leave

- (a) An employee who engages in an 'eligible community service' is entitled to be absent from employment to engage in the activity plus reasonable travel time associated with the activity and reasonable rest time following the activity.
- (b) 'Eligible community service' includes:
- (i) Jury service;
  - (ii) Voluntary emergency management activity\*; or
  - (iii) Any activity prescribed by the regulations to the Fair Work Act.

\*This includes an activity that involves 'dealing with an emergency or a natural disaster'; and the activity is voluntary; and the employee is a member of the recognised management body; and the employee was requested to engage in the activity (or it was reasonable for them to assume a request would be made).

- (c) An employee must provide Evolution Healthcare notice of the leave as soon as practicable including notification of the expected period of the leave. Evolution Healthcare may require an employee to provide them reasonable evidence they have been engaging in an eligible community service activity.
- (d) Employees will not be paid for community service leave except for Jury Service where an employee will be paid.
- (e) For jury service:
- (i) Evolution Healthcare may require the employee to provide reasonable evidence the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled (even if it is nil).
  - (ii) An employee is not entitled to be paid for jury service unless, where requested, the employee provides evidence. If the employee provides the evidence the total amount payable is reduced by the total amount of jury service pay.
  - (iii) While on Jury Service, an employee will not be required to attend work until the completion of the jury service.
  - (iv) An employee on a roster including weekend work, will be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.

## PART 7 Conditions of Employment

### 7.1 Termination of Employment

- (a) Evolution Healthcare will provide the following notice of termination of employment to permanent employees:

Termination Notice table

<u>Employees Continuous Service</u>	<u>Period of Notice</u>
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Where a permanent employee terminates/resigns their employee they are required to provide the same amount of notice as set out in the Termination Notice Table.
- (c) Any employee who is guilty of serious misconduct may be instantly dismissed and will only be paid up to the time of dismissal.
- (d) An employee over 45 years of age is entitled to 1 extra week's notice if the employee has completed at least 2 years of continuous service.
- (e) If an employee fails to give the required notice, Evolution Healthcare will have the right to withhold moneys due to the employee on the authority of the employee. The maximum amount to be held is the employee's ordinary rate of pay for the period of notice.

- (f) Payment in lieu of notice will be paid at the employee's ordinary rate of pay if the appropriate notice period or part thereof is not given.
- (g) Evolution Healthcare will provide to the employee a written statement specifying the period of employment and the classification of, or the type of work performed by the employee.

## 7.2 Termination, Change and Redundancy

- (a) Evolution Healthcare will adhere to the Termination Change and Redundancy standards as set by the National Employment Standards.
- (b) Redundancy occurs if Evolution Healthcare decides it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- (c) The NES redundancy clauses apply to any permanent team member made redundant except as otherwise provided for in this clause.
- (d) The redundancy payment schedule for relevant employees is:

<u>Period of continuous service</u>	<u>Redundancy Pay Under 45 Years of Age</u>	<u>Redundancy Pay 45 Years of Age and Over</u>
Less than 1 year	Nil	Nil
At least 1 year but less than 2 years	4 weeks' pay	5 weeks' pay
At least 2 years but less than 3 years	7 weeks' pay	8.75 weeks' pay
At least 3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
At least 4 years but less than 5 years	12 weeks' pay	15 weeks' pay
At least 5 years but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

### Employee leaving during notice period

- (e) An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

### Time Off During the Notice Period

- (f) During the period of notice of termination given by the Evolution Healthcare, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of 5 days off, for the purpose of seeking other employment.
- (g) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of Evolution Healthcare, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

## 7.3 Employee Amenities

- (a) Evolution Healthcare will provide for the use of employees:
  - (i) A suitable changing room and adequate washing and toilet facilities;
  - (ii) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (b) Evolution Healthcare will provide employees with tea, coffee, milk and sugar for the employee's consumption during meal and tea breaks.

#### 7.4 Uniforms

- (a) Evolution Healthcare will provide an appropriate and complete uniform set to all employees who are required to wear a uniform.
- (b) Where an employee is provided a uniform they will be paid the laundry allowance.
- (c) Evolution Healthcare will pay the uniform allowance if uniforms are not supplied to an employee.
- (d) An employee is required to return their uniform to Evolution Healthcare on termination of the employee's employment.
- (e) Evolution Healthcare will replace uniforms on a needs basis subject to fair wear and tear.
- (f) Allowances to be set out as an hourly amount payable on ordinary hours of work (ie not on overtime, leave).

#### 7.5 Attendance at Meetings and Fire Drills

Any employee required to attend work to sit on committees (eg WHS Committee) or perform duties as a WHS representative will be paid at their ordinary hourly rate of pay in accordance with this Agreement for the fulfilling of these functions. Evolution Healthcare will endeavor to schedule meetings during normal working hours or prior to the start/end of shifts wherever possible.

#### 7.6 Workload Management

- (a) 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 resident/client care.
- (b) To ensure that employee 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.
  - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
  - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
  - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- (c) If the issue is still unresolved, the employee/s may advance the matter through Agreement's Dispute Procedure. Arbitration of workload management issues may only occur by agreement of Evolution Healthcare and the employee (or their representative).
- (d) Evolution Healthcare will hold periodic staff meetings with nurses on paid time to discuss productivity issues. A standing agenda item for each meeting will be workload management.

#### 7.7 Annual Shutdown

- (a) Evolution Healthcare may temporarily close part or the whole of a Hospital as part of an annual shutdown. The annual shutdown will generally be during the Christmas – New Year period.
- (b) Evolution Healthcare will give at least 2 months notice in writing of the annual shutdown period.
- (c) The period of annual shutdown will be no greater than 2 weeks of annual leave ie ten working days.
- (d) Employees will be required to access their accumulated annual leave, banked rostered days off or banked time-off-in-lieu during the shutdown period. Where an employee does not have enough accruals Evolution Healthcare will see if it possible to temporarily assign the employee to another part of the Hospital, where this is not possible the employee will be required to take leave without pay.

## 7.8 Abandonment of Employment

- (a) If an employee is absent from work for 3 consecutive shifts without notifying Evolution Healthcare or without the consent of Evolution Healthcare, Evolution Healthcare will be entitled to assume the employee has abandoned his or her employment.
- (b) Abandonment of employment may lead to termination although prior to termination of employment Evolution Healthcare will take all reasonable steps to contact the employee in order to try to establish whether the employee has a legitimate explanation for his or her absence.

## 7.9 Suspension of Employment

- (a) If on reasonable grounds Evolution Healthcare suspects that an employee has been involved in serious misconduct Evolution Healthcare may, if an investigation is required, suspend the employee on full pay in order that Evolution Healthcare can properly investigate the alleged serious misconduct. No suspension will take place without the approval of Evolution Healthcare.
- (b) If an employee is suspended the employee is not to attend or contact any Evolution Healthcare workplace during the investigation without the consent of Evolution Healthcare. This consent will not be unreasonably denied in instances where the employee needs to contact other employees to assist in the preparation of their response to the alleged serious misconduct.

## 7.10 Annual Flu Shot

Evolution Healthcare will make available the option for employees to receive an annual flu shot free of charge.

## 7.11 Union Representative

An employee-appointed union representative will, upon notification thereof in writing to Evolution Healthcare, within 14 days of such appointment, be recognised as the accredited representative of the union and will be allowed reasonable time during working hours to discuss with Evolution Healthcare matters affecting employees.

## 7.12 Union Noticeboard

- (a) Evolution Healthcare will permit a noticeboard of reasonable dimensions to be erected in a prominent position, upon which the union's representative will be permitted to post authorised union notices.
- (b) Evolution Healthcare will keep a copy of this Agreement exhibited on the noticeboard.

# PART 8 Nursing General Matters

## 8.1 Nurses Education

- (a) Evolution Healthcare places a high priority on the ongoing education of nurses they employ. Evolution Healthcare has a strong emphasis on employee training and is committed to providing employees with a variety of in-service sessions. Both internal and external in-service training is offered as part of general ongoing education.
- (b) Evolution Healthcare is committed to equity of access to training for all nurses. Employees are encouraged to talk to their managers about their training needs and where necessary apply for leave and the payment of the cost of training and conferences.
- (c) Where an employee makes a formal request to attend an Evolution Healthcare approved education (ie course, seminar or conference), and Evolution Healthcare endorses the employee's attendance at such education, Evolution Healthcare will pay one of the following:
  - (i) On behalf of the employee, the whole or part of the cost of the education, or
  - (ii) Study leave at the employee's ordinary hourly rate of pay for the whole or part of the seminar, conference or course.Before commencing the education Evolution Healthcare and employee will agree in writing the arrangement as mutually agreed, including details of payment/s, if applicable the days on which paid study leave are to be taken, and the grounds for discontinuance of such payment or paid study leave. Education may also include study undertaken as a degree, diploma, masters or doctorate.

## 8.2 Nurses Qualification Allowance

- (a) An RN will be entitled to a qualification allowance where the RN has a continuing education university credential (ie a Graduate Certificate, Graduate Diploma, a credential of equivalent value) recognised by Evolution Healthcare or, a second degree, each being in a field which in Evolution Healthcare's view is relevant to the employee's current position. These may include, but are not limited to qualifications in the following fields: Infection Control, Anaesthetic Technician and Psychogeriatric; Mental Health, Alcohol and other drugs and Post Graduate Qualifications in the Operating Suite; or a continuing education advanced credential (ie a Masters or PhD degree).
- (b) Upon acceptance by Evolution Healthcare of an RN's continuing education credential or advanced credential in accordance with this clause, the RN will be entitled to a weekly qualification allowance (pro rata for part time and casual RNs) as set out in the allowance table.
- (c) An employee will be entitled to be paid one qualification allowance.

## 8.3 Medical Examination of Nurses

- (a) On commencement of employment the employee will be notified of the availability of the following provisions which Evolution Healthcare will provide at the request of the employee:
- (b) For protection against communicable diseases:
  - (i) Where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
  - (ii) Booster immunisation against tetanus at 10-year intervals;
  - (iii) A rubella antibody test and, where a nurse has a negative result, rubella immunisation.
- (c) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation will be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
- (d) The costs involved in the above and other mandatory screening and protection procedures should be borne by Evolution Healthcare.

## 8.4 Recognition of Nursing Service and Experience

- (a) Evolution Healthcare will notify each nurse in writing of the requirement for the nurse to provide recognition of service and experience at the time of the nurse's commencement of employment. If Evolution Healthcare does not notify the nurse then the requirements of this clause will not commence until the Evolution Healthcare provides the notification.
- (b) From the time of commencement of employment a nurse has three months in which to provide documentary evidence to Evolution Healthcare ('the required documentation') detailing any other service or experience (as defined in Schedule B, Classification Descriptors) not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (c) Until the nurse furnishes the required documentation Evolution Healthcare will pay the nurse at the level for which documentary evidence has been provided.
- (d) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, Evolution Healthcare will pay the nurse at the appropriate classification level as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (e) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the three month period, the nurse will be paid at the appropriate classification rate for the previous service or experience then proved but only from the date of the nurse providing that evidence to Evolution Healthcare.
- (f) A nurse who is working as a nurse for more than one organisation will notify each employer within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- (g) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse will be paid at the higher classification level as and from the particular date. If the documentary evidence is provided outside that three month period the nurse will be paid at the higher classification level only from the date of proof.

## 8.5 Nursing Labour Flexibility

- (a) Evolution Healthcare may direct a nursing 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.
- (b) Evolution Healthcare may direct a nursing 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 Evolution Healthcare will be consistent with the Evolution Healthcare's responsibility to provide a safe and healthy working environment for employees and Evolution Healthcare's duty of care to patients.
- (c) Nurses will not be required to perform, as a matter of routine, the following duties: washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas, nor any duties which are generally performed by classifications other than nursing employees: but this provision will not preclude the employment of nurses, enrolled nurses and assistants-in-nursing on any of such duties in an isolation block or where the performance of those duties involves disinfection. This does not preclude an enrolled nurse or an assistant-in-nursing from being required to perform all or any of the specified duties:
  - (i) During the first 13 weeks of training or experience, as the case may be; or
  - (ii) When domestic employees are not available to perform them; provided that Evolution Healthcare has made all reasonable efforts to obtain domestic employees.

## 8.6 Special Duties Payment

Where a nursing employee is required by Evolution Healthcare to undertake special duties, or a special task or job, Evolution Healthcare will pay to the employee the equivalent of the ordinary hourly rate of pay for RN 1<sup>st</sup> year of service, for the hours over which the special duties are performed. Special duties may include, but are not limited to infection control, quality and return to work co-ordination. No employee will be compelled by Evolution Healthcare to perform special duties that are degrading or beyond the scope of the employee's abilities, knowledge and experience.

# PART 9 Non Nursing General Matters

## 9.1 Ongoing Professional Development

- (a) Evolution Healthcare is committed to equity of access to training for all non nursing employees. Relevant employees are encouraged to talk to their manager about their training needs and where necessary apply for leave and the payment of the cost of training and conferences. Applications for leave to attend such training and any payment for courses will be considered on a case-by-case basis.
- (b) Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position.
- (c) Every employee must attend training required to meet statutory responsibilities including, but not limited to, fire and emergency training, manual handling training, provided by Evolution Healthcare in each twelve month period or as required.
- (d) Where practicable, training will be provided to employees during the normal rostered hours of work.
- (e) Every employee must comply with any skill audits and internal assessments relating to continuous quality improvement and pertaining to completion of their role in each twelve-month period.
- (f) Evolution Healthcare places a high priority on the ongoing education for those employees who are required by Australian Health Practitioner Regulation Agency (AHPRA) to renew their qualifications. Evolution Healthcare's education program provides employees with a variety of in-service sessions. Both internal and external in-service training is offered as part of general ongoing education.
- (g) Each relevant employee will provide to Evolution Healthcare details of their attendance at in- service training and Evolution Healthcare will keep a record of this attendance.
- (h) Upon termination, Evolution Healthcare will provide to the employee a written statement of the hours of in-service training attended by the employee.

9.2 Service Allowance

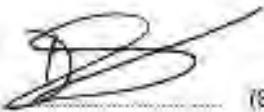
A full-time non nursing employee employed as at 1 October 1986, after a further 10 years' continuous service as a full-time employee with the same hospital, will be paid, in addition to the wage rates prescribed in Schedule E, a long service bonus of the amount set out in the following scale:

<u>Employees Continuous Service</u>	<u>Period of Notice</u>
10 years' and under 15 years' service	5%
10 years' and under 15 years' service	7.5%
10 years' and over	10%

PART 10 Agreement Acceptance

Company Signature

Signed for and on behalf of Evolution Healthcare:

  
..... (Signature)

17/12/14  
..... (Date)

Daria Simic

Chief Operating Officer, Evolution Healthcare

Address: Level 10, 1 Alfred Street, Sydney CBD, NSW, 2000.

Position: COO of Evolution Healthcare, who is duly authorised to sign this enterprise agreement on behalf of the company

Australian Nursing Federation – NSW Branch Signature



Brett Howard Holmes  
General Secretary  
New South Wales Nurses and  
Midwives' Association, and

Branch Secretary  
Australian Nursing Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017



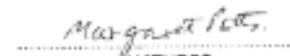
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo



Coral Vicky Levett  
President  
New South Wales Nurses and  
Midwives' Association, and;

President  
Australian Nursing Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017



WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

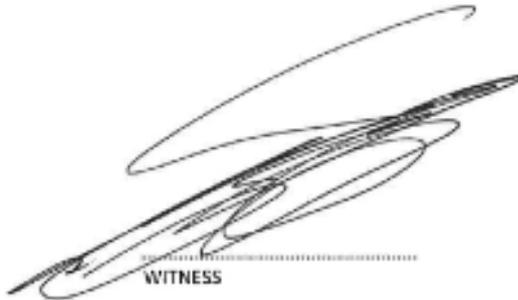
*Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

HSU – New South Wales Branch Signature

Signed for and on behalf of the HSU New South Wales Branch, as a bargaining representative, by its duly authorised officer:



Gerard Hayes  
Secretary  
Health Services Union NSW Branch  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000



WITNESS

A.J. Coquillon JP  
(108215 NSW)  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000

*Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.*

## Schedule A – Allowances

	<u>Description</u>	<u>From Approval</u>	<u>From July 2015</u>	<u>From July 2016</u>
	Nursing and Non Nursing Allowance			
1.	<u>Vehicle Allowance</u> Use of Private Vehicle (cents per km use ATO rates).	ATO	ATO	ATO
2.	<u>Laundry</u> Allowance if Evolution Healthcare does not launder uniforms free of charge to an employee. This allowance is not payable where an employee is on leave.	\$1.68	\$1.73	\$1.79
3	<u>Travel Time</u> An employee sent for duty to a place other than his/her regular place of duty will be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.	N/A	N/A	N/A
	Nursing Allowances			
4	<u>In Charge of Hospital and of a Ward</u> Shift allowance where a registered nurse in charge during the day, evening or night of a hospital and a ward having a daily average of occupied beds of less than 100.	\$36.52	\$37.70	\$38.93
5	<u>In Charge of Ward/Unit in Absence of NUM</u> Shift allowance where a registered nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Clinical Services Manager. This allowance will only apply where the registered nurse is in charge of one or more other nurses in the ward or unit in question. (This allowance is not payable if a nurse is receiving the in charge of hospital allowance.)	\$25.21	\$26.03	\$26.88
6	<u>On Call General</u> This allowance does not apply where an employee is on call on a non working day or on call during a meal break. Allowance for an employee required by Evolution Healthcare to be on call will be paid the on call allowance for each period of 24 hours or part thereof provided that only one allowance will be payable in any period of 24 hours. Where an employee on call leaves the hospital and is recalled to duty, they will be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable will be the rate recommended by the	\$22.66	\$23.39	\$24.15

## Schedule A – Allowances

	Description	From Approval	From July 2015	From July 2016
	ATO. The provisions of this paragraph will apply to all employees.			
7	<p><u>On Call on Non Working Day</u></p> <p>Allowance for an employee required to be on call on a non working day for each period of 24 hours or part thereof provided that only one allowance will be payable in any period of 24 hours.</p>	\$44.74	\$46.20	\$47.70
8	<p><u>On Call During Meal Break</u></p> <p>Allowance for an employee who is directed to remain on call during a meal break.</p> <p>This allowance does not apply if, during a period of 24 hours including such period of on call, the employee is entitled to receive the on call general allowance.</p> <p>If an employee is recalled to duty during such meal break, they will be paid at overtime rates for the total period of the meal break.</p>	\$12.59	\$12.99	\$13.42
9	<p><u>Lead Apron</u></p> <p>Allowance for an employee required to wear a lead apron for each hour or part thereof that they are required to wear the lead apron.</p>	\$1.78	\$1.84	\$1.90
10	<p><u>Meal on Overtime</u></p> <p>An employee who is entitled to an overtime paid rest break will be provided a meal or paid the meal allowance for the first of the overtime breaks per consecutive overtime period worked. Where the employee is not provided a meal the Meal on Overtime Allowance will apply.</p>	\$19.54	\$20.18	\$20.83
	Non Nursing Allowances			
11	<p><u>Meal on Overtime</u></p> <p>An employee will be supplied with an adequate meal or be paid a meal allowance when overtime work on any shift exceeds one hour.</p>	\$11.75	\$12.13	\$12.52
12	<p><u>Second Meal on Overtime</u></p> <p>Where overtime work exceeds four hours, and an adequate meal is not supplied, a further meal allowance.</p>	\$10.58	\$10.92	\$11.28
13	<p><u>On Call Monday to Friday</u></p> <p>An employee required by Evolution Healthcare to be on call will receive the following additional amount, for each 24 hour period or part thereof: Monday to Friday inclusive.</p>	\$18.63	\$19.24	\$19.86
14	<p><u>On Call Weekend</u></p> <p>An employee required by Evolution Healthcare to be on</p>	\$36.23	\$37.40	\$38.62

## Schedule A – Allowances

	<u>Description</u>	<u>From Approval</u>	<u>From July 2015</u>	<u>From July 2016</u>
	call will receive the following additional amount, for each 24 hour period or part thereof on Saturday or Sunday.			
15	<p><u>Leading Hand</u></p> <p>A Leading Hand means a person appointed by Evolution Healthcare to be in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility. The leading hand allowance, whilst the employee is so employed, will be the following weekly amount.</p>	\$19.56	\$20.20	\$20.85
16	<p><u>Dirty Work</u></p> <p>Employees engaged in work of a dirty or offensive nature and/or cleaning or scraping work in confined spaces (such as inside ventilator shafts, air conditioner ducts or the like) will, whilst so employed, be paid the following hourly amount.</p>	\$0.40	\$0.42	\$0.43
17	<p><u>Nauseous Linen</u></p> <p>An employee required to handle linen of a nauseous nature (other than in sealed linen bags) will be paid the following hourly allowance.</p>	\$0.217	\$0.224	\$0.23
18	<p><u>Driving Allowance</u></p> <p>Employees who are required to drive a vehicle as part of their normal duties (excluding ambulance, bus or other motor vehicle drivers), or for more than four hours on a shift or more than 20 hours in a week will be paid the following weekly allowance. This allowance will not apply to employee's on over-agreement payments.</p>	\$4.86	\$5.02	\$5.19

## Schedule B – Nursing Classifications

### B.1 Assistant in Nursing

Means a person, other than a registered nurse, or enrolled nurse, who is employed in nursing duties in a hospital.

An Assistant in Nursing with an appropriate Certificate III will be commenced at the AIN 2<sup>nd</sup> year level, or where the employee's years of service are higher, the incremental point relevant to their years of service.

### B.2 Clinical Nurse Specialist

#### Clinical Nurse Specialist Grade 1

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

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

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

Clinical Nurse Specialist Grade 1 is a personal grading.

#### Clinical Nurse Specialist Grade 2

Means: a Registered Nurse appointed or promoted to a position classified as such with relevant post-registration qualifications and at least 3 years experience working in the clinical area of their specified post-graduate qualification.

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

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

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

### B.3 Clinical Nurse Consultant

Means a registered nurse appointed as such to the position of, who has had at least five years post-basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by Evolution Healthcare.

#### B4 Director of Nursing Roles

The Director of Nursing roles at SPH and SCP are not covered by this Agreement.

##### Deputy Director of Nursing

Means a person who is a registered nurse who is appointed to the position of Deputy Director of Nursing.

##### Acting Director of Nursing

Means a person who is a registered nurse who is registered by Evolution Healthcare with the Health Administration Corporation of New South Wales as the person in charge of the hospital on an acting basis.

#### B.5 Enrolled Nurse

##### Enrolled Nurse

Means a person enrolled by the Board as an Enrolled Nurse.

##### Enrolled Nurse without medication qualification

Means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

**Experience** in relation to an enrolled nurse, or assistant in nursing means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.

For the purpose of determining the year of experience for part time or casual employment, a year of experience will be 1786 hours of employment.

#### B.6 Nurse Educators

##### Clinical Nurse Educator

Means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by Evolution Healthcare, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator will cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Hospital to provide the educational programs detailed above.

Nothing in this clause will affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

##### Nurse Educator

Means a registered nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by Evolution Healthcare who is appointed to a position of Nurse Educator.

- A Nurse Educator will be responsible for the development, implementation and delivery of nursing education programmes within a hospital or group of hospitals. Nurse education programmes will mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses.
- A person appointed to a position of Nurse Educator who holds relevant tertiary qualification in education or tertiary postgraduate specialist clinical nursing qualifications will commence on the 3rd year rate of the salary scale.
- A person appointed as the sole nurse educator for the hospital will be paid at the 3rd year rate of the salary scale.
- Incremental progression for Nurse Educators' will be on completion of 12 months' satisfactory service subject that progression will not be beyond the 3rd year rate unless the person possesses the qualifications detailed in the two previous paragraphs. Persons appointed to the 3rd year rate by virtue of paragraphs 3 and 4 above will progress to the 4th year rate after completion of 12 months' satisfactory full time service.

### Senior Nurse Educator

Means a registered Nurse with a post registration certificate or appropriate qualifications, who has, or is working towards recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education appointed to a position of Senior Nurse.

A Senior Nurse Educator will be responsible for one or more Nurse Educators in the planning, co-ordination, delivery, and evaluation of educational programs such as post registration certificate courses, continuing nurse education, new graduate orientation, post registration enrolled nurses courses and where applicable general staff development courses either on a hospital or group of hospitals basis.

Incremental progression will be on completion of 12 months' satisfactory service.

## **B.7 Nursing Unit Manager**

Means a registered nurse in charge of a ward or unit or group of wards or units in a hospital will include the definitions herein.

### Nursing Unit Manager Level 1

Whose responsibilities, in a hospital with less than 50 beds, include:

- (i) Co-ordination of Patient Services
  - Liaison with all health care disciplines for the provision of services to meet patient needs.
  - The orchestration of services to meet patient needs after discharge.
  - Monitoring catering and transport services.
- (ii) Unit Management
  - Implementation of hospital policy.
  - Dissemination of information to all personnel.
  - Ensuring environmental safety.
  - Monitoring the use and maintenance of equipment.
  - Monitoring the supply and use of stock and supplies.
  - Monitoring cleaning services.
- (iii) Nursing Staff Management
  - Direction, co-ordination and supervision of nursing activities.
  - Training, appraisal and counselling of nursing staff.
  - Rostering and/or allocation of nursing staff.
  - Development and/or implementation of new nursing practice according to patient need.

### Nursing Unit Manager Level 2

Whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1 in a hospital with 50 to 100 beds..

### Nursing Unit Manager Level 3

Whose responsibilities in relation to patient services ward or unit management and staff are in excess of those of a Nursing Unit Manager Level 2 in a hospital with more than 100 beds.

## **B.8 Registered Nurse**

Means a person registered by the Board as a Registered Nurse.

## B9 Classifications Explanations

### Service

For the purpose of Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement will continue to be recognised.

- (iv) To the foregoing will be added any actual periods on and from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses:
- Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing
  - Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing
  - Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education
  - Certificate in Operating Theatre Management – NSW College of Nursing, Australia
  - Certificate in Operating Theatre Technique – NSW College of Nursing, Australia
  - Certificate in Coronary Care – NSW College of Nursing, Australia
  - Certificate in Orthopaedic Nursing – NSW College of Nursing, Australia
  - Certificate in Ward Management - NSW College of Nursing
  - Midwife Tutor Diploma – College of Nursing Australia or Central Midwives Board London
  - Occupational Health Nursing Certificate – NSW College of Nursing
- (v) Provided that no more than three such courses will count as service.
- (vi) A reference to the New South Wales College of Nursing in this Agreement will be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

### Experience

In relation to an enrolled nurse, or assistant in nursing means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.

### Determining a Year of Experience or a Year of Service for Part Time Employees and Casual Employees

For the purpose of determining the year of experience for part time or casual employment, a year of experience will be 1786 hours of employment. For the purpose of determining the year of service for part time or casual employment a year of service will be 1786 hours of employment. Only paid leave will be counted as service.

## Schedule C – Non Nursing Classification Descriptors

### C.1 General Servicer Officer

#### General Servicer Officer Level 1

Means a person who performs any or all of the following duties: general cleaning duties; household chore type of duties; laundry duties using domestic machinery; and seamstress duties.

#### General Servicer Officer Level 2

Means a person who, in addition to the duties contained within Level 1, can perform any or all of the following duties: all cleaning associated with pots, pans, ovens, stoves, refrigerators or any other kitchen machinery; general kitchen cleaning; high cleaning; inside cleaning; outside cleaning; stripping or sealing floors; portering heavy equipment; operation of industrial washing machines; cleaning of tooth and vomit bowls; sanitising of bed pans and other equipment; the cooking and/or preparation of light refreshments (eg. eggs, toast, salads, etc.); the distribution and collection of food, beverages and the like, the making of unoccupied beds; cleaning garbage bins; sweeping paths; keeping the outside of buildings clean and tidy; assisting the gardener in labouring duties under supervision; mowing lawns.

#### General Servicer Officer Level 3

Means a person who in addition to the duties contained within General Services Officer, Level 2, performs the duties of the previous classifications of handyman and storeman, driver or the duties of an assistant cook (meaning a person who, under the direct supervision of a chef or cook, assists in the preparation and serving of meals).

#### General Servicer Officer Level 4

Means a person who, in addition to the duties contained within General Services Officer, Level 3, is wholly or substantially engaged in assisting a therapist, or recreation activities officer with routine professional or recreational activity and personal care services.

### C.2 Clerical Employees

#### Clerical Level 1

Means an employee who may be required to work under direct supervision and who performs work of a routine and repetitive clerical nature, which requires the exercise of limited discretion. Their duties may include: checking figures; matching documents; sorting or filing papers; and handling mail.

#### Clerical Level 2

Means a person who is in their first 12 months of continuous service who may work under general supervision and who, in addition to performing the duties of Clerical Level 1 performs general clerical duties which involve the exercise of some initiative and minor decision making. His/her duties may include: switchboard operation for the major part of his/her time; or employment performing computer operator data entry who does not fall within the definitions of Clerical Levels 3 and 4.

#### Clerical Level 3

Means a person who has more than 12 months continuous service and who in addition to performing the duties of a Clerical Level 2, performs clerical duties which includes computer operation on a daily basis. They must have suitable and workable knowledge of the relevant suite of Microsoft programs.

#### Clerical Level 4

Means a person who performs clerical duties under limited supervision who in addition to performing the duties of Clerical Level 3 is regularly required to exercise independent initiative and judgment and who has a knowledge of office procedures and Evolution Healthcare's business. Clerical Level 4 may be required to provide work guidance to those clerical employees at the lower clerical levels and has a good knowledge of Evolution Healthcare's patient management system.

#### Clerical Level 5

Means a person who exercises substantial responsibility and independent initiative and judgment, performs clerical duties and office administration which may include liaison with external people and organisation as required by the Evolution Healthcare in connection with the administration of the business. To avoid any doubt, an employee employed as the Main Manager or the Office Manager and/or the hold the position of Accountant will not be covered by this Enterprise Agreement. In addition to performing the duties of the lower level clerical levels his/her duties may include: may supervise the work of other clerical employees, including work allocation, rostering and guidance and/or the work of bookkeeping. Clerical Level 5 will report to the Office Manager or equivalent position.

### C.3 Maintenance Officer

#### Maintenance Officer

Means a person who carries out repairs and performs the work of a tradesperson for which they have suitable formal qualifications.

#### Supervisor Maintenance Officer

Means a person who supervisor other maintenance staff (be they trade person or not) and performs the work of a tradesperson for which they have suitable formal qualifications.

### C.4 Health Professional Employees

#### Health Professional - Level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practice as a health professional (where appropriate in accordance with their professional association's rules and/or be eligible for membership of their professional association) or such qualification as deemed acceptable by Evolution Healthcare. It is also the level for the early stages of the career of a health professional.

#### Health Professional - Level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students

#### Health Professional - Level 3\*

A health professional, appointed at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- Works in an area that requires high levels of specialist knowledge and skill as recognised by Evolution Healthcare;
- Is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- May be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- Is performing across a number of recognised specialties within a discipline;
- May be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their patients and communities;
- May be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for patients and for maintaining a performance management system; and
- Is responsible for providing support for the efficient, cost effective and timely delivery of services.

\*Note: This level will only apply to employees appointed by Evolution Healthcare as Senior Therapists prior to or after the commencement of this Agreement. The appointment of an employee to this role will be contingent upon the availability of the position and the employee meeting the requirements of the role as assessed by Evolution Healthcare.

#### Health Professional - Level 4\*

A Health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

- Has a proven record of achievement at a senior level;
- Has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- May be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- Supervises staff where required; and
- Is expected to develop/implement and deliver strategic business plans which increase the level of care to patients within a budget framework.

\*Note: This level will only apply to an employee appointed by Evolution Healthcare to manage allied health staff, and who has unconditional qualifications such as a Physiotherapist or other relevant qualifications deemed appropriate by Evolution Healthcare to enable them carry out the requirements of the role.

#### Indicative but not exhaustive list of Common Health Professional Employees

Child Psychotherapist, Chiropractor, Client Advisor/Rehabilitation Consultant, Community Development Worker, Counsellor, Dietician, Diversional Therapist, Exercise Physiologist, Naturopathist, Pastoral Carer, Pharmacist, Physiotherapist, Psychologist, Recreation Therapist, Social Worker, Speech Pathologist, Welfare Worker, Youth Worker, Occupational Therapist, Radiographer.

### C5 Allied Health Assistant

A person appointed as such who is wholly or substantially engaged in assisting a physiotherapist, occupational therapist or dietician with routine professional activities. May include massage with supervision.

#### Allied Health Assistant Level 1

Includes auditing of resuscitation trolley and hydrotherapy pool testing. Possible qualification:

- Certificate 3 in Allied Health Assistant;
- Possible aged care training;
- Recognised water safety qualification eg. Bronze Medallion;
- Clinical supervision for land therapy and hydrotherapy may be direct or indirect but not remote.

#### Allied Health Assistant Level 2

As for level 1 with the additional responsibilities of:

- Provision of therapy in small groups;
- Conducting education sessions to clinical groups eg. Cardiac or falls prevention.

Possible qualification

- Undergraduate allied health student;
- Certificate 4 in Allied Health Assistant specifically
  - Approved Hydrotherapy course for relevant case load eg. Therapeutic Aquatics;
- Course in Musculoskeletal Conditions and Neurological Conditions;
- Clinical supervision for land therapy and hydrotherapy may be direct, indirect & remote.

Allied Health Assistant Level 3

As for Level 1 & 2 however responsible for supervision of Level 1 & 2 allied health assistants. May be classified as allied health assistant team leader.

C6 Kitchen

Cook

Means a person employed as a cook.

Chief

Means a trade chief.

C7 Wardsperson

Wardsperson Level 1

Means a person who is required to undertake limited duties associated with the care of patients such as portering, shaves, routine enemata, bathing of patients, general assistance with patients and cleaning duties.

Wardsperson Level 2

Means a person who undertakes the role of Wardsperson Level 1 in addition to wardsperson duties, also undertakes routine clerical/administrative work; and in addition, undertakes securing, watching, guarding and/or protecting as directed, including response to alarm signals and attendances.

C8 Central Sterile Supply Department (CSSD)

CSSD Level 1

Means a person who is primarily involved in the sterilisation of hospital equipment and utensils and who is employed in a Sterile Supply Department performing basic tasks under routine supervision.

CSSD Level 2

Means a person who has completed a Certificate in Sterilisation Technology at TAFE and is performing more complex tasks than those of an Assistant Technician. This person may assist in the supervision of the department or section.

CSSD Supervisor

Means a person who performs all duties of a Grade 2 as well as be responsible for training, biological testing, maintenance and audit in the CSSD. A person at this level would be responsible for a separate Endoscopy suite if applicable. This is a Supervisory level where by the person supervises the day to day operations of the department but this would not extend to overall management of the department such as budgeting and preparing staff performance reviews.

C9 Medical Records (Clinical Coder)

A person employed in the area of clinical coding, who has qualifications acceptable to the Health Information Management Association of Australia or such qualifications as deemed to be equivalent by Evolution Healthcare. Key responsibility is to code medical records to identify the patient's diagnostic related group(s) for billing revenue.

## Schedule D – Nursing Wage Rates

	<u>From FWC Approval</u>		<u>From July 2015</u>		<u>From July 2016</u>	
	<u>FT Weekly</u>	<u>FT/PT Hourly</u>	<u>FT Weekly</u>	<u>FT/PT Hourly</u>	<u>FT Weekly</u>	<u>FT/PT Hourly</u>
<u>Assistant in Nursing (AIN)</u>						
AIN 1 <sup>st</sup> Year of Experience	741.34	19.51	765.43	20.14	790.31	20.80
AIN 2 <sup>nd</sup> Year of Experience	765.08	20.13	789.95	20.79	815.62	21.46
AIN 3 <sup>rd</sup> Year of Experience	789.06	20.76	814.71	21.44	841.19	22.14
Thereafter	813.75	21.41	840.19	22.11	867.50	22.83
<u>Enrolled Nurse (EN) Without Medication</u>						
EN Without Medication	990.30	26.06	1022.48	26.91	1055.71	27.78
<u>Enrolled Nurse (EN) Medication Endorsed</u>						
EN 1 <sup>st</sup> Year of Experience	928.12	24.42	958.28	25.22	989.42	26.04
EN 2 <sup>nd</sup> Year of Experience	948.57	24.96	979.40	25.77	1011.23	26.61
EN 3 <sup>rd</sup> Year of Experience	968.90	25.50	1000.39	26.33	1032.91	27.18
EN 4 <sup>th</sup> Year of Experience	989.58	26.04	1021.75	26.89	1054.95	27.76
EN Thereafter	1010.16	26.58	1042.99	27.45	1076.89	28.34
<u>Registered Nurse</u>						
RN 1 <sup>st</sup> Year of Experience	1031.78	27.15	1065.31	28.03	1099.94	28.95
RN 2 <sup>nd</sup> Year of Experience	1087.86	28.63	1123.21	29.56	1159.72	30.52
RN 3 <sup>rd</sup> Year of Experience	1144.04	30.11	1181.22	31.08	1219.61	32.09
RN 4 <sup>th</sup> Year of Experience	1204.11	31.69	1243.24	32.72	1283.65	33.78
RN 5 <sup>th</sup> Year of Experience	1263.82	33.26	1304.89	34.34	1347.30	35.46
RN 6 <sup>th</sup> Year of Experience	1323.64	34.83	1366.66	35.96	1411.08	37.13
RN 7 <sup>th</sup> Year of Experience	1391.59	36.62	1436.82	37.81	1483.51	39.04
RN 8 <sup>th</sup> Year of Experience	1448.95	38.13	1496.04	39.37	1544.66	40.65
<u>Clinical Nurse Specialist</u>						
Clinical Nurse Specialist	1507.95	39.68	1556.96	40.97	1607.56	42.30
<u>Clinical Nurse Educator</u>						
Clinical Nurse Educator	1507.95	39.68	1556.96	40.97	1607.56	42.30
<u>Nurse Educator (NE)</u>						
NE 1 <sup>st</sup> Year	1672.75	44.02	1727.11	45.45	1783.24	46.93
NE 2 <sup>nd</sup> Year	1719.32	45.25	1775.20	46.72	1832.89	48.23
NE 3 <sup>rd</sup> Year	1762.08	46.37	1819.34	47.88	1878.47	49.43
NE 4 <sup>th</sup> Year	1854.00	48.79	1914.25	50.38	1976.46	52.01
<u>Senior Nurse Educator (SNE)</u>						
SNE 1 <sup>st</sup> Year	1898.90	49.97	1960.62	51.60	2024.34	53.27
SNE 2 <sup>nd</sup> Year	1937.92	51.00	2000.91	52.66	2065.94	54.37
SNE 3 <sup>rd</sup> Year	2002.81	52.71	2067.90	54.42	2135.11	56.19

	From FWC Approval		From July 2015		From July 2016	
	FT Weekly	FT/PT Hourly	FT Weekly	FT/PT Hourly	FT Weekly	FT/PT Hourly
Clinical Nurse Consultant						
Clinical Nurse Consultant	1854.00	48.79	1914.25	50.38	1976.46	52.01
Nurse Unit Manager (NUM)						
NUM Level 1	1817.56	47.83	1876.63	49.39	1937.62	50.99
NUM Level 2	1903.84	50.10	1965.72	51.73	2029.60	53.41
NUM Level 3	1954.85	51.44	2018.38	53.12	2083.98	54.84
Director of Nursing (DON)						
Deputy DON	1903.84	50.10	1965.72	51.73	2029.60	53.41
Acting DON	2122.59	55.86	2191.57	57.67	2262.80	59.55

## Schedule E – Non Nursing Wage Rates

	<u>From FWC Approval</u>		<u>From July 2015</u>		<u>From July 2016</u>	
	<u>FT Weekly</u>	<u>FT/PT Hourly</u>	<u>FT Weekly</u>	<u>FT/PT Hourly</u>	<u>FT Weekly</u>	<u>FT/PT Hourly</u>
<u>General Service Officer (GSO)</u>						
GSO Level 1	703.90	18.52	726.78	19.13	750.40	19.75
GSO Level 2	714.25	18.80	737.47	19.41	761.43	20.04
GSO Level 3	724.61	19.07	748.15	19.69	772.47	20.33
GSO Level 4	734.96	19.34	758.84	19.97	783.50	20.62
<u>Clerical Employees</u>						
Clerical Level 1	698.48	18.38	721.18	18.98	744.61	19.60
Clerical Level 2	722.53	19.01	746.02	19.63	770.26	20.27
Clerical Level 3	755.56	19.88	780.11	20.53	805.47	21.20
Clerical Level 4	796.34	20.96	822.22	21.64	848.95	22.34
Clerical Level 5	920.77	24.23	950.70	25.02	981.59	25.83
<u>Maintenance Officers</u>						
MO with Trade	762.91	20.08	787.70	20.73	813.30	21.40
Supervisor MO with Trade	817.77	21.52	844.35	22.22	871.79	22.94
<u>Health Professional Employees (HPE)</u>						
HPE Level 1 - Year 1	983.39	25.88	1015.35	26.72	1048.35	27.59
HPE Level 1 – Year 2	1076.56	28.33	1111.54	29.25	1147.67	30.20
HPE Level 1 – Year 3	1117.96	29.42	1154.30	30.38	1191.81	31.36
HPE Level 1 – Year 4	1159.37	30.51	1197.05	31.50	1235.95	32.53
HPE Level 1 – Year 5	1190.42	31.33	1229.11	32.35	1269.06	33.40
HPE Level 2	1324.99	34.87	1368.05	36.00	1412.52	37.17
HPE Level 3	1345.70	35.41	1389.43	36.56	1434.59	37.75
HPE Level 4	1811.51	47.67	1870.39	49.22	1931.17	50.82
<u>Allied Health Assistant (AHA)</u>						
AHA Level 1 – Year 1	791.89	20.84	817.63	21.52	844.20	22.22
AHA Level 1 – Year 2	812.59	21.38	839.00	22.08	866.27	22.80
AHA Level 1 – Year 3	833.30	21.93	860.38	22.64	888.34	23.38
AHA Level 2	820.08	21.58	846.73	22.28	874.25	23.01
AHA Level 3	845.21	22.24	872.67	22.97	901.04	23.71
<u>Kitchen</u>						
Cook	755.66	19.89	780.22	20.53	805.58	21.20
Chief	826.05	21.74	852.90	22.44	880.62	23.17
<u>Wardsperson</u>						
Wardsperson Level 1	760.73	20.02	785.46	20.67	810.99	21.34
Wardsperson Level 2	782.90	20.60	808.34	21.27	834.61	21.96

	From FWC Approval		From July 2015		From July 2016	
	FT Weekly	FT/PT Hourly	FT Weekly	FT/PT Hourly	FT Weekly	FT/PT Hourly
<u>CSSD</u>						
CSSD Technician Level 1	763.80	20.10	788.62	20.75	814.25	21.43
CSSD Technician Level 2	869.33	22.88	897.58	23.62	926.75	24.39
CSSD Supervisor	935.66	24.62	966.06	25.42	997.46	26.25
<u>Medical Records Coder</u>						
Medical Records Coder	1216.00	32.00	1255.52	33.04	1296.32	34.11