



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

**The Trustees of the Roman Catholic Church for the Diocese of Lismore T/A
St Vincent's Private Hospital**
(AG2022/1142)

ST VINCENT'S PRIVATE HOSPITAL NURSES' ENTERPRISE AGREEMENT 2020 - 2022

Health and welfare services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 4 MAY 2022

*Application for approval of the St Vincent's Private Hospital Nurses' Enterprise Agreement
2020 - 2022*

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent's Private Hospital Nurses' Enterprise Agreement 2020 - 2022 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement

to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 11 May 2022. The nominal expiry date of the Agreement is 1 October 2022.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE515863 PR741192>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1142 – St Vincent's Private Hospital Nurses Enterprise Agreement 2020 - 2022

Applicant:

The Trustees of the Roman Catholic Church Diocese of Lismore t/a St Vincent's Private Hospital

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Stephen Brierley, Chief Executive Officer for St Vincent's Private Hospital Lismore give the following undertakings with respect to the St Vincent's Private Hospital Nurses Enterprise Agreement 2020 – 2022 ("the Agreement"):

1. I have the authority given to me by St Vincent's Private Hospital Lismore to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Casual employees**
St Vincent's Private Hospital agrees the wording of clause 22.4 of the agreement will be reflected as following for the duration of the agreement:

22.4 The minimum period of engagement of a casual employee is four (4) hours, unless mutually agreed by the employer and the employee for education purposes, where the minimum engagement for a casual employee shall be two (2) hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Stephen Brierley

Chief Executive Officer

St Vincent's Private Hospital, Lismore

Dated: 2 May 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2020 – 2022

Contents

PART 1 – PRELIMINARIES	4
1 TITLE	4
2 PREAMBLE	4
3 AIM OF THE AGREEMENT	4
4 INTRODUCTION	4
5 PARTIES	5
6 DURATION	5
7 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND AWARD	5
8 DEFINITIONS	5
PART 2 - ENGAGEMENT.....	9
9 WAGE AND ALLOWANCE INCREASES	9
10 PAYMENT AND PARTICULARS OF WAGES	10
11 HIGHER GRADE DUTIES	10
12 HOURS OF WORK AND BREAK TIME OF EMPLOYEES.....	11
13 BANKING OF HOURS	13
14 ROSTERS.....	14
15 RECOGNITION OF SERVICE AND EXPERIENCE	15
16 OVERTIME.....	16
17 RECALLED TO WORK.....	18
18 MEAL ALLOWANCE FOR OVERTIME AND RECALL TO WORK	18
19 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS	18
20 LABOUR FLEXIBILITY	20
21 PERMANENT PART-TIME EMPLOYEES	20
22 CASUAL EMPLOYEES.....	21
23 CASUAL CONVERSION	22
24 PROPORTION	23
25 PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK	23
26 UNIFORM AND LAUNDRY ALLOWANCES	24
27 SPECIAL ALLOWANCES	25
28 FARES AND EXPENSES	25
PART 3 - LEAVE	26
29 ANNUAL LEAVE.....	26
30 SHUTDOWN PROVISION	27
31 EXTRA LEAVE	27
32 PUBLIC HOLIDAYS.....	28

33	TAKING OF ANNUAL LEAVE AND RDOS	29
34	PERSONAL /CARER'S LEAVE	29
35	BEREAVEMENT LEAVE/ COMPASSIONATE LEAVE	31
36	LONG SERVICE LEAVE	33
37	FAMILY AND DOMESTIC VIOLENCE.....	34
38	COMMUNITY SERVICES LEAVE.....	36
39	CEREMONIAL LEAVE	36
40	PARENTAL LEAVE.....	36
PART 4 - OTHER PROVISIONS		40
41	CONSULTATION	40
42	REASONABLE WORKLOADS FOR NURSES.....	41
43	GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES	42
44	POST GRADUATE / CONTINUING EDUCATION QUALIFICATION ALLOWANCES.....	42
45	PROFESSIONAL DEVELOPMENT AND STUDY ASSISTANCE.....	43
46	MANDATORY TRAINING.....	43
47	STAFF AMENITIES	44
48	ESCORT DUTY.....	44
49	PAID TRADE UNION DELEGATES LEAVE.....	44
50	TERMINATION OF EMPLOYMENT	45
51	ATTENDANCE AT MEETINGS AND FIRE DRILLS	45
52	REDUNDANCY	46
53	REMUNERATION PACKAGING.....	47
54	AGREEMENT FLEXIBILITY.....	49
55	SUPERANNUATION.....	50
SCHEDULE 1 – WAGES		54
SCHEDULE 2 – ALLOWANCES		56
SCHEDULE 3 - GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE.....		57

PART 1 – PRELIMINARIES

1 TITLE

This Enterprise Agreement will be known as and referred to as the St Vincent's Private Hospital Nurses' Enterprise Agreement 2020-2022 ("the Agreement").

2 PREAMBLE

St Vincent's Private Hospital through our staff and volunteers provide care and support to many diverse groups.

The foundation of our mission is Compassion, Respect, and Teamwork and is provided by:

- Nurturing the life of each person;
- Enriching the life of each person by a spirit that is welcoming, affirming, and enabling.

To do this St Vincent's Private Hospital and our staff are committed to a model of care aligned with industry best practices and business growth.

3 AIM OF THE AGREEMENT

Consistent with our mission of Compassion, Respect, and Teamwork, this Agreement aims to build a culture of partnership between St Vincent's Private Hospital and its valued staff, as well as maintain and enhance the health services provided. Essentially this Agreement is designed to:

- provide varied and more fulfilling career path opportunities to staff;
- recognise the contribution and value of staff on an equitable, collaborative and consistent basis and which is consistent with hospital policies including Code of Conduct, Discipline, Grievance, WH&S and Bullying, and Harassment;
- attract, retain, and motivate staff;
- focus the work of staff towards the Mission, Values, and Philosophy of the Catholic Church and the corporate objectives and strategic plans of St Vincent's Private Hospital;
- encourage and promote the active contribution of staff towards initiatives that improve the quality and increase the efficiency of Hospital services;
- encourage the development, maintenance, and improvement of performance measurement indicators in all departments represented by the staff covered by this Agreement.

Through a mixture of efficiency and productivity, St Vincent's Private Hospital will continue to provide a first-class service to patients and be a place where the quality of working life is the benchmark for other service providers.

4 INTRODUCTION

This Agreement is made under section 172 of the *Fair Work Act 2009*.

- a) The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- b) The employer will formally advise the Union when the Agreement is made in order for the Union to apply under section 183 of the *Fair Work Act 2009* to be covered by the agreement.

- c) It is the intention of this agreement that the Union will be covered by this Agreement.

5 PARTIES

This Enterprise Agreement will be binding on:

- 5.1 The Trustees of the Roman Catholic Church for the Diocese of Lismore (ABN 15 380 879 043) (St Vincent's Private Hospital Lismore) of Dalley Street, Lismore, New South Wales, 2480 ("The Employer");
- 5.2 The Australian Nursing and Midwifery Federation New South Wales Branch ("The Association") of 50 O'Dea Avenue Waterloo, NSW 2017.
- 5.3 All nursing staff employed by St Vincent's Private Hospital Lismore ("The Employees") and within the classifications of work contained in the agreement referred to in paragraph 7.2 of this Agreement, excluding:
 - 5.3.1 Those nursing staff who have public conditions i.e. Long Service Leave and FACS leave preserved. These Employees shall however be bound by the rates of pay and allowances contained in this Agreement.

6 DURATION

- 6.1 This Enterprise Agreement shall commence operation from the seventh day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 1 October 2022.
- 6.2 Negotiations on terms and conditions of employment contained within this Agreement will commence three (3) months before the termination date of this Agreement.

7 RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS AND AWARD

- 7.1 Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee, in particular respect than the provisions in this agreement, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect. The provisions in this Agreement otherwise apply.
- 7.2 Subject to Clause 5.3, this Enterprise Agreement including its Schedules, regulates the terms and conditions of employment of all nursing Employees at St Vincent's Private Hospital Lismore, to the exclusion of all other awards or agreements.

The relevant award for this Agreement is the Nurses Award 2020. Should the EA be silent in any matter, the Award would be referred to in respect to those provisions.

8 DEFINITIONS

For the purposes of this Agreement:

- 8.1 "**Act**" shall mean the *Fair Work Act 2009*.
- 8.2 "**Assistant in Nursing**" means a person, other than a Registered Nurse, Student Nurse, or

Enrolled Nurse, who is employed in nursing duties.

- 8.3 **"Association"** means the Australian Nursing and Midwifery Federation- NSW Branch.
- 8.4 **"Base/ordinary rate of pay"** (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments, bonus loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.
- 8.5 **"Board"** means - the Nurses and Midwives Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.
- 8.6 **"Casual hourly rate"** has the meaning given in clause 22.3.
- 8.7 **"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 the Employer.
- 8.8 **"Clinical Nurse Educator"** means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the ward/unit level. The Clinical Nurse Educator shall 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 programmes detailed above.
- Nothing in this clause shall 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.
- 8.9 **"Clinical Nurse Specialist Grade 1"** means a Registered Nurse with relevant post-basic qualifications and 12 months experience working in the clinical area of his/her specified post-basic qualification, or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.
- 8.10 **"Day Worker"** means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.
- 8.11 **"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".
- 8.12 **"Enrolled Nurse"**: means a person registered by the Board as an Enrolled Nurse.
- 8.13 **"Experience"** in relation to a Registered Nurse, 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 includes experience as a student nurse. For the purpose of determining the year of experience for part time or casual employment a year of experience shall be 1976 hours of employment.

- 8.14 **"FWC"** means Fair Work Commission.
- 8.15 **"Hospital"** means a private hospital as defined by the *Private Hospitals and Day Procedure Centres Act 1988*, or any legislation which may replace that Act.
- 8.16 **"Hospital Campus Manager"** means:
- (a) A person appointed as such in a hospital where the adjusted daily average of occupied beds is not less than 100 and includes a person appointed as the nurse in charge during the evening or night in a hospital where the adjusted daily average of occupied beds is not less than 100.
 - (b) A person appointed to be a Registered Nurse in charge of all theatres in a hospital having four or more major theatres in regular use.
 - (c) A person appointed as such to a position approved by the employer including persons appointed to be in charge of the administration of a group of wards or department of a hospital including a community nursing department.
- 8.17 **"Immediate Family"** means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee;
- where:
- (c) **spouse** includes a former spouse; and
 - (d) **de facto partner** of an Employee:
 - (1) means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the Employee.
- 8.18 **"NES"** means the National Employment Standards as amended from time to time.
- 8.19 **"Nurse Educator"** means a Registered Nurse with a post registration certificate, who has relevant experience or other qualifications, deemed appropriate by the employer who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within the hospital. Nurse education programmes shall 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 post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole Nurse Educator for a hospital or group of hospital shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators' shall be on completion of 12 months satisfactory service subject that progression shall 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 shall progress to the 4th year rate after completion of 12 months' satisfactory full time service.

- 8.20 **"Nursing Unit Manager"** means a Registered Nurse in charge of a ward or unit or group of wards or units in a hospital and shall include:

8.20.1 **"Nursing Unit Manager Level 1"** whose responsibilities include:

- (a) Coordination 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.
- (b) 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.
- (c) Nursing Staff Management
 - Direction, coordination 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.

8.20.2 **"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.

8.20.3 **"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.

- 8.21 **"Registered Nurse"** means a person registered by the board as a Registered Nurse and/or Midwife.

- 8.22 **"Service"** for the purpose of Clause 10: Payments and Particulars of Wages, 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 shall continue to be recognised.

To the foregoing shall 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:

- (a) Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing.
- (b) Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing.
- (c) Associate Diploma in Nursing Education - College of Nursing, Australia; NSW College of Nursing; Newcastle College of Advanced Education.
- (d) Certificate in Operating Theatre Management - NSW College of Nursing, Australia.
- (e) Certificate in Operating Theatre Technique - College of Nursing, Australia.
- (f) Certificate in Coronary Care - NSW College of Nursing.
- (g) Certificate in Orthopaedic Nursing - NSW College of Nursing.
- (h) Certificate in Ward Management - NSW College of Nursing.
- (i) Midwife Tutor Diploma - College of Nursing, Australia, or Central Midwives Board, London.
- (j) Occupational Health Nursing Certificate - NSW College of Nursing. Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

For the purpose of determining the year of service for part time or casual employment a year of service shall be 1976 hours of employment.

8.23 **"Shift Worker"** means a worker who is not a day worker as defined.

8.24 **"Union(s)"** means the Australian Nursing and Midwifery Federation- NSW Branch.

PART 2 - ENGAGEMENT

9 WAGE AND ALLOWANCE INCREASES

9.1 The minimum wages per week are set out in Schedule 1: Wages.

9.2 The minimum allowances are set out in Schedule 2: Allowances.

9.3 Employees who are bound by this Agreement shall be paid the following increases to wages and allowances:

1 Oct 2020 - 1.75%

1 Oct 2021 - 2.04%

9.4 The amount of increase specified for 1 October 2020 is payable from the first full pay period on or after 1 October 2020.

9.5 The amount of increase specified for 1 October 2021 is payable from the first full pay period commencing on or after 1 October 2021.

- 9.6 Where an Employee's base rate of pay is already greater than the relevant base rate payable under this Agreement, or where an Employee is in receipt of an allowance(s) greater than those payable under this Agreement the Employee will receive the increases above, calculated on the actual higher rate of pay or allowance they are receiving.

10 PAYMENT AND PARTICULARS OF WAGES

- 10.1 All wages and other payments shall be paid weekly or fortnightly, provided that payment for any overtime worked may be deferred to the pay day next following the completion of the working cycle within which such overtime is worked, but for no longer. Provided further that the payment of shift and weekend penalties relating to work performed in the second week of a fortnightly roster period may be deferred to the pay day next following the completion of the working cycle within which such shifts were worked, but for no longer.
- 10.2 Employees shall have their wage paid into one account with a bank or other financial institution as nominated by the Employee. Wages shall be deposited by the Employer in sufficient time to ensure that wages are available for withdrawal by Employees by no later than pay day, provided that this requirement shall not apply where Employees nominate accounts with non-bank financial institutions, but in such cases facilities shall take all reasonable steps to ensure that the wages of such Employees are available for withdrawal by no later than pay day.
- 10.3 Notwithstanding the provisions of subclause 10.2 of this clause, an Employee who has given or has been given the required notice of termination of employment, in accordance with Clause 50: Termination of Employment, of this Agreement, shall be paid all monies due to them prior to ceasing duty on the last day of employment. Where an Employee is summarily dismissed or their services are terminated without due notice, any moneys due to them shall be paid as soon as possible after such dismissal or termination but in any case not more than three days thereafter.
- 10.4 On each payday an Employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary wages, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.

11 HIGHER GRADE DUTIES

- 11.1 An Employee who is called upon to relieve an Employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification or higher position.
- 11.2 The provisions of subclause 11.1 shall not apply where the period of relief or the period of acting in the higher grade is less than one shift.
- 11.3 Further, the provisions of subclause 11.1 shall not apply where a Director of Clinical Services is absent from duty for a period of three working days or less for any reason.

12 HOURS OF WORK AND BREAK TIME OF EMPLOYEES

- 12.1 The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- 12.2 The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.
- 12.3 The hours of work prescribed in subclauses 12.1 and 12.2 of this clause shall, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work their ordinary hours or work on more than nineteen days in the cycle, but this shall not apply to students in block.
 - 12.3.1 Notwithstanding the provision of paragraph (12.3) employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.
 - 12.3.2 Provided that on the occasion of an employee's written request, and with the consent of the employer, a 9.5 day fortnight may be worked instead of the 19-day month.
- 12.4 **Arrangement of shifts**
 - 12.4.1 With the exception of 12 hour sleep clinic night shifts, each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift;
 - 12.4.2 There will be no less than a 10 hour rest break between each shift except for a quick shift where there will be a rest break of at least 8 hours and for the sleep clinic night shift of 12 hours where the break will be at least 11.5 hours;
 - 12.4.3 By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours;
 - 12.4.4 If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period;
 - 12.4.5 Should the employee wish to work within the 10 hour period, a signed consent form must be signed by the employee on an annual basis and recorded with their Nurse Unit Manager (NUM);
 - 12.4.6 An employee shall not work more than two (2) quick shifts in any period of 7 days. A quick shift is an evening shift which is followed by a morning shift;
 - 12.4.7 An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Director of Clinical Services agrees;
 - 12.4.8 A sleep clinic night shift is a 12 hour shift that does not exceed 12.5 hours and includes a minimum break of 11.5 hours rostered between each 12 hour shift. Employees who work the 12 hour shift will be allowed either two 30 minute or one 60 minute meal break. In addition to the meal breaks employees will be allowed

either two 10 minute or one 20 minute paid tea break.

- 12.5 The employer is to decide when employees take their additional days off duty prescribed by subclause 12.3 of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause 12.13 of this clause, except by mutual agreement between employee and employer.
- 12.6 Once set, the additional days off may not be changed except in accordance with the provisions of clause 14: Rosters.
- 12.7 Where the employer's decision (in accordance with subclause 12.5 of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
- 12.8 Except for breaks for meals, the hours of duty each day shall be continuous.
- 12.9 Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
 - 12.9.1 Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
- 12.10 Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 8 or 10 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- 12.11 Where an employee is required to change into a uniform or a specified type of garment at the employer's premises they shall be allowed ten minutes for such a purpose and such time shall be counted as working time and paid for as such.
- 12.12 Subclauses 12.9 and 12.10 of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty. Such intervals shall count as working time and shall be paid for as such.
- 12.13 An employee changing from a night shift roster to a day shift roster or from day shift roster to a night shift roster shall be free from duty during the twenty hours immediately preceding the commencement of the changed day.
- 12.14 Each employee shall be free from duty for not less than two full consecutive days in each week unless otherwise negotiated and agreed between the employer and the employee and no duties shall be performed by the employee on any of such free days except for overtime. Days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight hours are granted as sleeping

time unless negotiated and agreed upon between the Nurse Unit Manager and employee.

12.14.1 An employee, at her or his request, may be given free from duty time in one or more periods but no period shall be less than one full day.

12.14.2 For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

12.15 On-Call

12.15.1 Employees may be required to remain on call. Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call) but shall be paid for in accordance with clause 27: Special Allowances, of this Agreement. Provided however, no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

12.15.2 No employee shall be required to remain on call whilst on a rostered day off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for an employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.

12.15.3 Where an employee on call leaves the hospital and is recalled to duty, a 10 hour break shall apply from the end of the recalled duty. A 10 hour break is to apply following all on-call shifts worked. Employees that are on call and are required to attend for duty are entitled to be entitled to a 10 hour break following the completion of the on call period worked without loss of pay for shifts that have already been rostered (sleep day). If it is not possible for an employee to take a 10 hour break then overtime shall apply until the employee receives a 10 hour break.

12.15.4 A nurse on-call on a public holiday will be paid:

- a) Their full entitlement for the public holiday not worked; and
- b) On-call allowance calculated by taking the hours paid under a) from 24 hours. (For example: If the hours paid when not working on a public holiday are 8 hours, a nurse on-call would be paid 8 hours at the ordinary rate and the on-call allowance for 24 hours.); and
- c) 250% (or 150% and extra leave in accordance with clause 32.4) for hours worked (with a minimum of 4 hours).

12.16 An employer shall not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of their intention to the employee and the Association.

13 BANKING OF HOURS

13.1 A full time or part time employee may, by agreement made daily, weekly or fortnightly with their NUM or DCS:

13.1.1 Work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or

- 13.1.2 Work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may off-set the additional hours worked against any owing under 13.1.1 above.
- 13.2 An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- 13.3 An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- 13.4 Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- 13.5 An employee may not have more than 76 hours in debit or credit at any point in time.
- 13.6 Employees who have hours in debit must be given first option to work additional hours prior to the use of casual employees.
- 13.7 St Vincent's Private Hospital must keep detailed records of all hours credited and debited to employees under these arrangements. Employees must have full access to these records.
- 13.8 On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
- 13.9 Either party shall have the right to terminate an agreement under this clause with two weeks' notice

14 ROSTERS

- 14.1 The ordinary hours of work for each employee, other than casual employees, shall be displayed on a roster in a place conveniently accessible to employees.
- 14.2 The roster shall be displayed two weeks prior to the commencing date of the first working period in the roster.
- 14.3 Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the hospital to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- 14.4 Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- 14.5 Once the roster has been displayed in accordance with clause 14.2, an employee may change their roster by completing a shift swap form, with the agreement of their unit manager or Director of Clinical Services for any reasonable ground.
- 14.6 Once the roster has been displayed in accordance with clause 14.2, an employer may

change an employee's roster, with the agreement of the employee, for any reasonable ground including unexpected situations and unforeseen fluctuations in patient dependency.

- 14.7 Where an employee is entitled to an additional day off duty in accordance with Clause 12: Hours of Work and Break Time of Employees, of this agreement, such day is to be shown on the roster of hours for that employee.
- 14.8 All rosters shall be retained for at least six years.
- 14.9 Rosters will be completed in accordance with St Vincent's Private Hospital Rostering Guidelines.

15 RECOGNITION OF SERVICE AND EXPERIENCE

When an Employee is engaged by St Vincent's Private Hospital they will be advised in writing of the requirements of this clause. If the Employer does not notify the nurse then the requirements of this clause shall not commence until the Employer does notify the nurse.

- 15.1 From the time of commencement of employment the nurse has three months in which to provide documentary evidence to the Employer detailing any other 'service' or 'experience' as defined in clause 8: Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- 15.2 Until such time as the nurse furnishes any such documentation contemplated in 15.1 above, the Employer shall pay the nurse at the level for which documentary evidence has been provided.
- 15.3 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, the Employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 15.4 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 shall be paid a rate appropriate for the previous service or experience then proved but only from the date of providing that evidence to the Employer.
- 15.5 A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement 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.
- 15.6 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 shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period, the nurse shall be paid at the higher rate only from the date of proof received.

16 OVERTIME

- 16.1 Subject to subclause 16.2 an employer may require an employee to work reasonable overtime.
- 16.2 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.
- 16.3 For the purposes of subclause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (a) the risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- 16.4 (a) Subject to paragraph (b) hereof, all time worked in excess or prior to the commencement of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) All time worked by permanent part time employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (c) Overtime rates under clause 16.4 will be in substitution for and not cumulative upon the shiftwork loadings and weekend penalty rates prescribed in clause 25: Penalty Rates for Shift Work and Weekend Work.
- (d) Hours worked by casual employees, other than casual Assistants in Nursing, in excess of the ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, are to be paid as follows:
- I. Monday to Saturday (inclusive)—150% of the hourly rate for the first 2 hours and 200% after 2 hours;
 - II. Sunday—200% of the hourly rate; and
 - III. Public holidays—250% of the hourly rate.

- (e) Hours worked by casual Assistants in Nursing in excess of the ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned, are to be paid as follows:
- i. Monday to Saturday (inclusive)—150% of the casual hourly rate for the first 2 hours and 200% after 2 hours;
 - ii. Sunday—200% of the casual hourly rate; and
 - iii. Public holidays—250% of the casual hourly rate.
- 16.5 An employee recalled to work overtime (including casual employees) after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than four hours, the employee shall be released from duty.
- 16.6 An employee required to work overtime following the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- 16.7 An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours' overtime with all such time being counted as time worked.
- 16.8 The meals referred to in subclauses 16.6 and 16.7 of this clause shall be allowed to the employee free of charge. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Schedule 2: Allowances, shall be paid to the employee concerned.
- 16.9 If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
- 16.10 An employee who works so much overtime (with the exception of a 'quick shift'):
- (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday or a holiday not being ordinary working days or on a rostered day off without having had ten consecutive hours off duty in the twenty- four hours preceding their next day or shift, shall subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (c) if on the instruction of the employer such an employee resumes or continues to work without having such ten consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence

16.11 Time off in Lieu of Overtime

16.11.1 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:

- (a) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates;
- (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made;
- (c) Nurses cannot be compelled to take time off in lieu of overtime;
- (d) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer;
- (e) Where the overtime connects with the commencement of a normal shift, such overtime shall be regarded as being overtime worked prior to a normal shift as described in clause 16 - Overtime and the Employee shall not be entitled to any minimum payment;
- (f) If, on the termination of the employee's employment, accrued time off in lieu of overtime has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

17 RECALLED TO WORK

17.1 An employee recalled to work overtime (including casual employees) after leaving the Employer's premises shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than four hours, the Employee shall be released from duty.

17.2 An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime with all such time shall counted as time worked.

18 MEAL ALLOWANCE FOR OVERTIME AND RECALL TO WORK

18.1 Meals shall be provided to the employee who is recalled to work or overtime in accordance with clause: 16 Overtime and clause: 17 Recalled to work. Where the hospital is unable to provide such meals, an allowance per meal of the sum set out in Schedule 2: Allowances shall be paid to the employee concerned.

18.2 In the first instance, it is the responsibility of each employee to take a meal break in accordance with WHS legislation. In the unlikely event that an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.

19 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

19.1 Employees are entitled to request flexible employment arrangements in accordance with

the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act) in the following circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides 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 the member is experiencing violence from the member's family.

19.2 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee—the employee:
 - (i) is, immediately before making the request, a regular casual employee of the employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

19.3 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and the reasons for the change.

19.4 The employer will discuss the request with the employee to try and reach an agreement about changes to the employee's working conditions, taking into consideration:

- the needs of the employee;
- consequences for the employee if changes in working arrangements aren't made; and/or
- any reasonable business grounds for refusing the employee's request.

19.5 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request and if the request is refused, the reasons for the refusal.

19.6 The employer can only refuse a request on reasonable business grounds. If a request is refused the written response must include the reasons for the refusal.

Reasonable business grounds include:

- the requested arrangements are too costly;
- other employees' working arrangements can't be changed to accommodate the

- request;
- its impractical to change other employees' working arrangements;
- the request would result in a significant loss of productivity or have a significant negative impact on customer service.

20 LABOUR FLEXIBILITY

- 20.1 An employer may direct an employee to carry out such duties that 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.
- 20.2 Any employer may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees and the employer's duty of care to patients.

21 PERMANENT PART-TIME EMPLOYEES

- 21.1 A permanent part-time employee is one who is permanently appointed by St Vincent's Private Hospital to work a specified number of hours which are less than those prescribed for a full-time employee. By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave.

Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with this subclause.

- 21.1.1 An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
- 21.2 Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. The terms of the agreement may be varied by agreement and be recorded in writing
- 21.3 Permanent part time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause: 10 Salaries, of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by clause: 27 Special Allowances, of this Agreement.
- Permanent part time employees will be paid a minimum payment of four (4) hours for each start (unless mutually agreed by the employer and the employee for education purposes) and one thirty-eighth of the appropriate allowances prescribed by clause: 26 Uniform and Laundry Allowances, of this Agreement. Permanent part time employees shall not be entitled to an additional day off or part thereof, as prescribed by subclauses 12.3 and 12.5 of clause 12: Hours of Work and Break Time of Employees.
- 21.4 Employees engaged under this clause shall be entitled to all other benefits of this agreement not otherwise expressly provided for herein in the same proportion as their

ordinary hours of work bear to full-time hours.

- 21.5 Any additional shifts that arise due to the need of the employer to supplement the workforce and/or respond to fluctuations caused by absence or emergency shall be offered to casual and permanent employees who possess the required skills by the relevant Manager. Additional shift allocations will be offered in a manner that takes into account any requests by permanent part time employees to work hours that are additional to their contracted hours in any given pay period. Any grievance regarding this matter shall be dealt with under the grievance procedures.
- 21.6 Where the employee is regularly working more than their specified contract hours they may request that their contracted hours be reviewed by their Manager. The Manager will formally respond to the request by the employee, stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:
- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (c) any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

22 CASUAL EMPLOYEES

- 22.1 A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- 22.2 A casual employee may only be engaged in the following circumstances: for periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.
- 22.3 Casual hourly rate
- For each ordinary hour worked, a casual employee must be paid:
- (a) the minimum hourly rate applicable to their classification and pay point; and
 - (b) a loading of 25% of the minimum hourly rate applicable to their classification and pay point, for the classification in which they are employed.
- 22.4 The minimum period of engagement of a casual employee is four (4) hours, unless mutually agreed by the employer and the employee for education purposes.
- 22.5 Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have been applied had the cancellation not occurred.

- 22.6 A casual employee will be paid shiftwork loadings prescribed in clause 25.1 (i.e. the loadings for ordinary shift hours worked on a weekday) calculated on the minimum hourly rate of pay applicable to their classification and pay point (i.e. excluding the casual loading) with the casual loading prescribed in clause 22.3 (b) then added to the penalty rate of pay.

23 CASUAL CONVERSION

- 23.1 This clause only applies to a regular casual Employee.
- 23.2 A regular casual Employee means a casual Employee who is employed by an Employer on a regular and systematic basis (that is: consistent numbers of hours of work in each roster cycle) for a period of employment of at least six months.
- 23.3 It is the intention of the parties that casual Employees should not work more than 38 hours within any roster period of one week, averaged over a four week cycle.
- 23.4 A regular casual Employee who has been engaged by the Employer for at least six months, may apply to the Director of Clinical Services (subject to the provisions of this clause) to have his or her contract of employment converted to full-time or regular part-time employment.
- 23.5 The Employer may consent to or refuse the application but only on reasonable business grounds based on facts that are known or reasonably foreseeable. The Employer will respond in writing to the Employee's application within 21 days of the application. If the application is refused the Employer's written response will include reasons for the refusal.
- 23.6 If a casual Employee is not converted to permanent employment as a result of an application in accordance with clause 23.4, the employer shall make a written offer to convert the Employee to permanent part-time or full-time employment as per the NES.

The following summarises some of the provisions of the NES entitlement:

- a) The employer will make a written offer to convert the casual employee to permanent employment within 21 days after the employee's 12-month anniversary, if the employee:
- has been employed for 12 months;
 - has worked a regular pattern of hours on an ongoing basis for at least the last 6 months;
 - could continue working these hours as a full-time or part-time employee without significant changes.
- b) To accept an offer to convert, employees need to respond to the employer in writing within 21 days after getting the offer. If they don't respond, their employer will assume that they've declined the offer.
- c) If the employer decides not to offer casual conversion, the employer shall write to the employee within 21 days after the employee's 12 month anniversary, telling them:
- that they aren't making an offer of casual conversion;
 - the reasons for not making the offer.
- d) The only reasons for not making an offer shall be if:
- the employee hasn't worked a regular pattern of hours on an ongoing basis for

- at least the last 6 months;
- which they could continue working as a full-time or part-time employee without significant changes;
- the business has reasonable grounds based on facts that are known or reasonably foreseeable, for not making an offer.

Sections 66F to 66J provide additional provisions which a casual employee can use to request the conversion of their employment to permanent employment.

- 23.7 An Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this clause.
- 23.8 Nothing in this clause obliges a casual Employee to convert to full time or regular part-time employment, nor permits an Employer to require a casual Employee to so convert.

24 PROPORTION

Except in cases of emergency not more than four Enrolled Nurses and/or Assistants in Nursing to each Registered Nurse shall be employed in the hospital and for this purpose a Director of Clinical Services shall count. Provided that the proportions specified by this clause may be altered in respect of any particular hospital by agreement between the hospital concerned and the Association.

25 PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK

25.1 Shift work loadings

25.1.1 Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

- (a) Afternoon shift commencing at 10.00 am and before 1.00 pm - 10%;
- (b) Afternoon shift commencing at 1.00 pm and before 4.00 pm - 12.5%;
- (c) Night shift commencing at 4.00 pm and before 4.00 am - 15%;
- (d) Night shift commencing at 4.00 am and before 6.00 am - 10%.

25.1.2 For the purposes of this clause day, afternoon and night shifts shall be defined as follows:

- (a) "Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am;
- (b) "Afternoon shift" means a shift which commences at or after 10.00 am and before 4.00 pm;
- (c) "Night Shift" means a shift which commences at or after 4.00 pm and before 6.00 am on the day following.

25.2 Saturday and Sunday Work

25.2.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid 150% of their ordinary hourly rate (150% of the casual hourly rate in the case of a casual Assistant in Nursing)

for the hours worked during this period.

25.2.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid 175% of their ordinary hourly rate (175% of the casual hourly rate in the case of a casual Assistant in Nursing employee) for the hours worked during this period.

25.3 These extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the subclause 25.1 of this clause. The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this agreement, except as provided in clause 29: Annual Leave, of this Agreement.

- (a) This subclause shall only apply to nurses who work an entire ordinary time shift in a discrete designated day procedure ward or unit which routinely functions between the hours of 7.00 am and 6.00 pm;
- (b) This subclause shall not apply to any nurse whose employment commenced prior to 15 December 1994 and who has been employed on a continuous basis since that date;
- (c) A nurse to whom this subclause applies shall not be entitled to an additional penalty rate payment for ordinary time worked prior to 6.00 pm on any week day;
- (d) A nurse to whom this subclause applies shall be paid, in addition to their ordinary rate, a penalty payment at the rate of 15% for all ordinary time worked after 6.00 pm on any week day.

25.4 "Ordinary rate" and "ordinary time" includes amounts payable under clause 27: Special Allowances subclause 27.3.

26 UNIFORM AND LAUNDRY ALLOWANCES

26.1 All nursing staff are required to wear a uniform while on duty. Subject to subclause 26.3 of this clause, sufficient, suitable and serviceable uniforms which shall be of a recognised acceptable standard for the performance of nursing duties. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment therefore at a reasonable price.

26.2 An employee, on leaving the service of an employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

26.3

- (a) In lieu of supplying uniforms, an employer shall pay the employee the sum set out in Schedule 2: Allowances;
- (b) If the uniforms of an employee are not laundered at the expense of the hospital an allowance of the sum set out in Schedule 2: Allowances shall be paid to the employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week;
- (c) Where the employer requires any employee to wear headwear, the hospital shall provide headwear free of charge to the employee;

- (d) The allowances referred to in subclause 26.3 are also payable during any period of paid leave.

27 SPECIAL ALLOWANCES

- 27.1
 - (a) A Registered Nurse in charge of a shift in a ward or unit during the day, evening or night in the absence of the Nursing Unit Manager shall be paid, in addition to her or his appropriate salary whilst so in charge the sum set out in Schedule 2: Allowances per shift. This subclause shall only apply where the Registered Nurse is in charge of one or more other nurses in the ward or unit in question.
 - (b) This subclause shall not apply to Registered Nurses holding classified positions of a higher grade than that of Registered Nurse.
- 27.2
 - (a) An employee required by the employer to be on call otherwise than as provided for in paragraph (b) shall be paid the sum set out in Schedule 2: Allowances for each period of 24 hours or part thereof with a minimum payment of eight hours at that rate provided that only one allowance shall be payable in any period of 24 hours.
 - (b) An employee required to be on call on rostered days off in accordance with subclause 12.14.1 shall be paid the sum set out in Schedule 2: Allowances for each period of 24 hours or part thereof with a minimum payment of eight hours at that rate provided that only one allowance shall be payable in any period of 24 hours.
 - (c) An employee who is directed to remain on call during a meal break shall be paid an allowance of the sum set out in Schedule 2: Allowances provided that no allowance shall be paid if, during a period of 24 hours including such period of on call, the employee is entitled to receive the allowance prescribed in (a) above. If an employee is recalled to duty during such meal break, they shall be paid at overtime rates for the total period of the meal break.
 - (d) Where an employee on call leaves the hospital and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances the allowance payable shall be the transport rate prescribed from time to time by the NSW Health Department. The provisions of this paragraph shall apply to all employees.
 - (e) This subclause shall apply to all classifications up to and inclusive of the Nurse Unit Manager classifications.
- 27.3 An employee required to wear a lead apron shall be paid an allowance of the sum set out in Schedule 2: Allowances for each hour or part thereof that they are required to wear the apron.

28 FARES AND EXPENSES

- 28.1 An employee required to travel in the performance of duty shall be paid all reasonable out of pocket expenses (including fares).

PART 3 - LEAVE

29 ANNUAL LEAVE

- 29.1 Annual leave is provided for in the NES. This clause contains additional provisions:
- (a) Employees required to work on a seven (7) day basis - six (6) weeks annual leave. (Employees required to work on a seven day basis are shift workers for the purposes of the NES. The additional week of annual leave provided to shift workers in the NES is included in the six weeks of annual leave provided in this sub-clause).
 - (b) All other employees - four (4) weeks annual leave.
- 29.2 An employee shall be eligible to take annual leave after the first six (6) months of service.
- 29.3 An employee is required to give at least 4 weeks' notice or less by agreement of intended leave dates to their Manager who has final approval and will notify the employee.
- 29.4 Nothing shall prevent the employer, in agreement with the employee, to prevent taking annual leave prior to it being accrued.
- 29.5 Permanent part time employees are entitled to annual leave and Leave loading on a pro rata basis.
- 29.6 Casual employees are not entitled to annual leave or annual leave loading.
- 29.7 Annual leave loading of 17.5% or shift loadings whichever is the greater will be paid to all employees.
- 29.8 Where an employee who is a shift worker as defined in clause 8: Definitions of this Agreement, is given and takes an annual holiday they shall be paid the loading set out in subclause 29.7 of this clause. Provided however, that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public holiday) the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee.
- 29.9 On termination of employment employees are to be paid the balance for any untaken annual leave including annual leave loading.
- 29.10 **Excessive accumulated annual leave**
- 29.10.1 The Employer may direct an Employee who has an excessive accrual of annual leave to take annual leave in accordance with the following:
- a) An Employee has an excessive leave accrual if the Employee has accrued more than eight (8) weeks' paid annual leave or twelve (12) weeks annual leave for an employee who receives six (6) weeks annual leave per year under clause 29.1(a);
 - b) If the Employee has an excessive leave accrual, the Employer or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual;

- c) If the Employer has genuinely tried to reach an agreement with the Employee to reduce their excessive leave accrual but an agreement is not reached, the Employer may direct the Employee in writing to take one or more periods of paid annual leave. This direction is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account. The direction must not require the employee to take any period of paid annual leave of less than one week and must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than 12 months, after the direction is given;
- d) If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

29.11 Cashing out Annual Leave

Annual leave credited to an employee may be cashed out and is subject to the following conditions:

- (a) the Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- (b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone;
- (c) annual leave can only be cashed out if the Employee's remaining accrued annual leave entitlement is at least 4 weeks and;
- (d) the Employer has agreed to the Employee cashing out the annual leave.

30 SHUTDOWN PROVISION

The employer may temporarily close a part of the hospital for operational reasons;

- (a) The employer will give a minimum of six (6) weeks' notice of the dates of the shutdown;
- (b) An employee may choose to use one or a combination of the following during the shutdown:
 - Annual Leave;
 - Accumulated RDO's;
 - Accumulated time in lieu; and/or
 - Leave without pay – in instances where there is not an excessive annual leave balance accrued.

31 EXTRA LEAVE

30.1 In addition to the leave prescribed above employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive Extra Leave as follows:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of employment for annual leave purposes	Additional Annual Leave
4-10	1 day
11-17	2 days
18-24	3 days
25-31	4 days
32 or more	5 days

32 PUBLIC HOLIDAYS

32.1 For the purpose of this agreement, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, and Boxing Day and any other day declared or prescribed as a public holiday by or under the *NSW Public Holiday Act 2010*.

32.1 In addition to those public holidays specified above, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur between Christmas and New Year within the days Monday to Friday inclusive and shall not coincide with a date that is already a gazetted public holiday. The date of the extra public holiday shall be nominated by the Employer before 1st July each year. This extra public holiday shall apply in substitution for any local public holidays proclaimed e.g. Race Day/Show Day and in substitution for any Bank holiday proclaimed in New South Wales.

32.2 Employees wishing to be absent from duties on Race or Show day may arrange for annual leave or leave without pay to be taken subject to agreement being reached with his/her manager.

32.3 A public holiday occurring on an ordinary working day shall be allowed to employees on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked.

Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

32.4 Where a public holiday falls on a rostered day off of a shift worker as defined in clause 8: Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with clause 29.1 (b) such shift worker shall be paid one day's pay in addition to the weekly rate or, if the employee elects, shall have one day added to the period of annual leave.

33 TAKING OF ANNUAL LEAVE AND RDOs

- 33.1 The parties acknowledge that it is not beneficial for Employees to have extensive periods of work without regular good quality leisure time. As a result, it is important that annual leave and Rostered Days Off (RDOs) are taken regularly.
- 33.2 Annual leave shall be given and shall be taken within a period of six (6) months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six (6) months.
- 33.1 Additional RDOs shall be taken within the roster cycle in which they are accrued unless:
- an alternative arrangement is agreed with the Employee's manager; and
 - no more than 5 RDOs are accrued at any time.

34 PERSONAL /CARER'S LEAVE

- 34.1 (a) Employees are entitled to personal/carer's leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.

34.2 Entitlement to paid Personal/Carer's Leave

- (a) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

34.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) Where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) 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:
- (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

34.4 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

34.5 Unpaid Carer's Leave

- (a) An employee is entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods agreed with the employer.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

34.6 Notice and Evidence Requirements

- (a) To be entitled to leave under clause 34 an employee must give the employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) An employer may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.

34.7 Service

- (a) A period of personal/carer's leave or compassionate leave does not break an

employee's continuity of service.

(b) Paid personal/carer's or compassionate leave counts as service for all purposes.

(c) Unpaid personal/carer's and compassionate leave:

(i) count as service for requests for flexible working arrangements, parental leave and related entitlements and for notice of termination or payment in lieu of notice;

(ii) do not count as service for other purposes.

34.8 Subject to the provision of a satisfactory medical certificate and personal leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of leave. Provided that the period of leave does not occur prior to retirement, resignation or termination of services and provided that the employer is satisfied on the circumstances and the nature of the incapacity.

34.9 Subject to the provision of a satisfactory medical certificate and personal leave being due, annual leave shall be re-credited where an illness occurs during the period of leave.

34.10 An employee shall not be entitled to paid personal leave on full pay for any period in respect of which such employee is entitled to workers' compensation. Provided, however that an employer shall pay to an employee who has personal leave entitlement under this clause the difference between the amount received as workers' compensation and ordinary pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 38 hours which the difference paid bears to full pay.

35 BEREAVEMENT LEAVE/ COMPASSIONATE LEAVE

35.1 Compassionate Leave

An employee, other than a casual employee, shall be entitled up to two days compassionate leave without deduction of pay, for each occasion when:

(i) a member of an employee's Immediate Family contracts or develops a personal illness that poses a serious threat to his or her life; or sustains a personal injury that poses a serious threat to his or her life;

(ii) a child is stillborn, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or

(iii) the employee, or the employee's current spouse or current de facto partner, has a miscarriage. Where a miscarriage results in a stillborn child, the employee may access parental leave.

35.2 In addition, compassionate leave with pay shall be granted in extraordinary or emergent circumstances where an employee is forced to be absent from duty because of an urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.

35.3 An absence occasioned by personal exigencies which might fairly be regarded as an obligation on the employee, rather than the employer, may be covered by the grant of leave without pay, or if the employee so desires, charged against available annual leave

credits.

35.4 **Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to up to three days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed in paragraph (iii) of this subclause. Provided that where the employee is involved in making funeral arrangements, travelling, etc., leave may be allowed for up to four days. Leave with pay would not ordinarily be granted for the death or attendance at a funeral for relatives not outlined in paragraph (iii) unless special circumstances exist, e.g., the employee resided with the deceased.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave is available to employees when a member of their Immediate Family or household dies. The employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

35.5 **Notice and Evidence Requirements**

- (a) To be entitled to leave under clause 35 an employee must give the employer notice of the period, or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) An employer may require an employee to provide evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the family member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the family member.
- (d) To be entitled to bereavement leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the bereavement leave has started):
 - (i) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the family member.

36 LONG SERVICE LEAVE

- 36.1 For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- 36.2 For long service leave falling due after 20th February 1981 the following provisions shall apply:
- 36.2.1 Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay. After fifteen years' continuous service to an additional one month's long service leave on full pay and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.
- 36.2.2 Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- 36.3 Where an employee has acquired a right to long service leave under subclause 36.2 of this clause, then and in every such case:
- (a) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
 - (b) If such employee dies before entering upon such long service leave, or if after having entered upon the same, dies before its termination, the monetary value of the leave not taken or not completed shall be paid to the employee's personal representative, and computed at the rate of salary which the employee had been receiving at the time of death.
- 36.4 For the purpose of this clause:
- 36.4.1 Continuous service in the same hospital prior to the coming into force of this agreement shall be taken into account;
- 36.4.2 One month equals four and one-third weeks;
- 36.4.3 Continuous service shall be deemed not to have been broken by:
- (a) any period of absence on leave without pay not exceeding six months;
 - (b) absence of an employee from the hospital whilst a member of the Defence Forces of the Commonwealth in time of war.
- 36.5 Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph 36.2 of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.

- 36.6 Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- 36.7 An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.
- 36.8 For long service leave entitlements for casual employees, see *Long Service Leave Act 1955*.
- 36.9 **Long Service Leave Portability**

The NSW/ACT Catholic Diocesan Employers' Long Service Leave Portability Agreement will be available to employees of St Vincent's Private Hospital.

37 FAMILY AND DOMESTIC VIOLENCE

37.1 Definitions

- (a) **Family and Domestic Violence** includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim with whom the victim shares a child in common, by a person who is co-habiting with or has co-habited with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.

Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence. Such evidence may include documents issued by the Police Service, a Court, a Domestic Violence Support Service, a Lawyer or a counselling professional or other evidence as required by the Employer.

- (b) A **family member** includes:
- I. A spouse, de facto partner, child, grandparent, grandchild or sibling of the employee; or
 - II. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - III. A person related to the employee according to Aboriginal and Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of family member in clause 37.1 (d) includes a former spouse or de facto partner.

37.2 Measures

- (a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be

kept confidential in line with the Employer's Privacy Policy and relevant legislation.

- (c) The employer will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.
- (d) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.
- (e) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer will, subject to operational requirements, facilitate flexible working arrangements, which may include:
 - i. changes to working times and to work location;
 - ii. changes to telephone numbers and/or email addresses.
 - iii. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

37.3 Paid Leave

- (a) A full time or part time employee who has established evidence of being the direct victim of Family or Domestic Violence with their employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:
 - i. Up to ten (10) days' paid special leave on ordinary pay per calendar year to be used for absences from the workplace. Permanent part time employees shall be entitled to paid special leave on a pro rata basis;
 - ii. Personal/Carer's Leave provided the employee maintains a reserve of at least one (1) week;
 - iii. Where leave entitlements in sub-clauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
 - iv. Casual employees will be entitled to ten (10) days' unpaid Family and Domestic leave.

37.4 Unpaid Leave

- (a) An employee who has established evidence of being required to care for a family member who is the victim of Family or Domestic Violence with their employer shall be entitled to up to five (5) days per calendar year of unpaid leave;
- (b) This leave may be taken as consecutive or single days or as a fraction of a day.

38 COMMUNITY SERVICES LEAVE

38.1 Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

38.2 Eligible community service activities entitle an employee, acting reasonably, to be absent from employment for periods including:

- (a) time when the employee engages in the activity;
- (b) reasonable travelling time associated with the activity;
- (c) reasonable rest time immediately following the activity.

And include:

- (a) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity; or
- (c) an activity prescribed in regulations made for the purpose of subsection (4).

39 CEREMONIAL LEAVE

An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of the employer.

40 PARENTAL LEAVE

40.1 Employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009, as amended from time to time.

40.2 The provisions of this clause apply to all permanent full time employees covered by this Agreement. Permanent part-time employees (as specified) are entitled to parental leave after twelve (12) months continuous service. Eligible casual employees are also entitled to pro-rata parental leave after twelve (12) months continuous service. Full-time and part-time employees, who are eligible for unpaid parental leave, will also be entitled to paid parental leave at ordinary pay, from the date the parental leave commences.

40.3 Eligible Employees are entitled to paid maternity leave after forty (40) weeks continuous service as follows:

- (a) ten (10) weeks' paid maternity leave will be made to any eligible permanent full-time employee;
- (b) ten (10) weeks paid maternity leave, calculated on the average hours worked over the previous twelve (12) month period, or duration of employment if less than fifty-two (52) weeks but greater than forty (40), will be made to any eligible permanent part-time employee;
- (c) This leave may commence up to four (4) weeks prior to the expected date of birth;

- (d) It is not compulsory for an Employee to take this period off work. However, if an Employee decides to work during this period it is subject to the Employee being able to perform satisfactorily the full range of normal duties;
- (e) Paid maternity leave may be paid: on a normal fortnightly basis, in advance in a lump sum, at the rate of half pay over a period of twenty weeks on a regular fortnightly basis

40.4 Unpaid Maternity Leave

An Employee is entitled to a further period of unpaid maternity leave of not more than twelve (12) months after the actual date of birth;

40.5 Applications

An Employee who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight (8) weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

40.6 Variation after commencement of Leave

After commencing maternity leave, an Employee may vary the period of her maternity leave, once without the consent of her Employer and otherwise with the consent of her Employer. A minimum of four (4) weeks' notice must be given, although an Employer may accept less notice if convenient.

40.7 Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the Employee has resumed duties, any period of full pay leave is counted in full for the accrual of recreation leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of recreation leave.

Except in the case of Employees who have completed ten (10) years' service the period of maternity leave without pay does not count as service for long service leave purposes.

Where the Employee has completed ten (10) years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six (6) months. Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis. Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

40.8 Illness associated with Pregnancy

If because of an illness associated with her pregnancy an Employee is unable to continue to work then she can elect to use any available paid leave (sick, recreation and/or long service leave) or to take sick leave without pay. Where an Employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave or sick leave without pay prior to the birth, such leave ceases four weeks prior to the expected date of birth. The Employee then commences maternity leave with the normal provisions applying.

40.9 Transfer to more suitable position

Where because of an illness or risk associated with her pregnancy, an Employee cannot

carry out the duties of her position, an Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which the employee is transferred under these circumstances will be paid at the ordinary rate and minimum contracted hours as to which the employee was paid directly prior to the transfer for the duration of the risk period.

40.10 Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current personal/carers leave provisions and compassionate leave (see clause 35.2).

40.11 Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an Employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness (see clause 35.2).

40.12 Effect of Premature Birth on payment of Maternity Leave

An Employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an Employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

40.13 Return for less than full time hours

Employees may make application to their Employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

- (a) The Employee is to make an application for leave without pay to reduce her/his full-time weekly hours of work. This application should be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four (4) weeks' notice must be given.
- (b) Wages and other conditions of employment are to be adjusted on a basis proportionate to the Employee's full-time hours of work; i.e. for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
- (c) It should be noted that Employees who return from maternity leave under this arrangement remain full-time Employees.

40.14 Further pregnancy while on maternity leave

Where an Employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

40.15 Adoption Leave

40.15.1 Eligibility

To be eligible for paid adoption leave an Employee must have completed at least forty (40) weeks continuous service prior to the date of taking custody of the child. Casual Employees are not eligible for paid adoption leave.

An Employee who has once met the conditions of paid adoption leave, will not be required to again work the forty (40) weeks continuous service in order to

qualify for further periods of paid adoption leave, unless;

- i. there has been a break in service where the Employee has been reemployed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- ii. the Employee has completed a period of leave without pay of more than forty (40) weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act, 1987*.

40.15.2 Paid Adoption Leave Entitlement

- (a) Eligible Employees are entitled to paid adoption leave of ten (10) weeks at the ordinary rate of pay from and including the date of taking custody of the child;
- (b) Paid adoption leave may be paid on a normal fortnightly basis, in advance in a lump sum, at the rate of half pay over a period of twenty (20) weeks on a regular fortnightly basis;
- (c) Recreation and/or long service leave credits can be combined with periods of adoption leave at half pay to enable an Employee to remain on full pay for that period.

40.15.3 Unpaid Adoption Leave

Eligible Employees are entitled to unpaid adoption leave as follows:

- (a) Where the child is under the age of twelve (12) months - a period of not more than twelve (12) months from the date of taking custody;
- (b) Where the child is over the age of twelve (12) months - a period of up to twelve (12) months, such period to be agreed upon by both the Employee and the Employer.

40.15.4 Applications

Due to the fact that an Employee may be given little notice of the date of taking custody of a child, Employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the Employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

40.15.5 Variation after commencement of Leave

After commencing adoption leave, an Employee may vary the period of leave, once without the consent of the Employer and otherwise with the consent of the Employer. A minimum of four (4) weeks' notice must be given, although an Employer may accept less notice if convenient.

40.15.6 Other Provisions for Adoption Leave

The conditions relating to Staffing Provisions, Effect of Adoption Leave on Accrual of Leave, Increments, Right to return to previous position and Return for Less than Full Time Hours shall be as per maternity leave conditions.

40.15.7 Liability for Superannuation Contributions

During a period of unpaid maternity leave or unpaid adoption leave, the Employer will not be required to meet the Employee's superannuation liability.

40.15.8 Permanent Part time and Casual Employees

Permanent part-time Employees as defined in clause 21: Permanent Part time employment and clause 22: Casual Employees, of the Agreement (viz., Employees engaged on a permanent part-time basis for less than the full-time hours of work) who do not receive the part-time loading but instead receive proportionate full-time conditions of employment are covered by this clause. As such, these permanent part-time Employees (as specified) are entitled to pro-rata paid maternity leave after forty (40) weeks continuous service. Casual Employees do not have an entitlement to paid parental leave.

40.16 Paid Parental Leave

Eligible employees whose spouse or partner is pregnant or is taking custody of a child are entitled to a period of two (2) weeks paid leave. The entitlement of two (2) weeks paid parental leave may be taken at any time within the fifty-two (52) week period of the birth and shall be paid at full pay for two (2) weeks or half pay for four (4) weeks.

PART 4 - OTHER PROVISIONS

41 CONSULTATION

41.1 Consultation regarding major workplace change

41.1.1 Employer to notify

- (a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must notify the employees who may be affected by the proposed changes and their representatives, if any, which may be the Union.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

41.1.2 Employer to discuss change

- (a) The Employer must discuss with the employees affected and their representatives - if any, the introduction of the changes referred to in clause 41.1. Further, the Employer must discuss the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in

clause 41.1.

- (c) For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives - if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

41.2 Consultation regarding changes to regular rosters or ordinary hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must:
 - i. provide information about the change to the employee or employees affected; and
 - ii. invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - iii. consider any views given by employees about the impact of the change.
- (b) An employer or employee may appoint a representative for the purposes of this clause.
 - i. The identity of the representative must be advised to the other party.
- (c) The obligations under sub-clause (a) shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to clause 12: Hours and clause 14: Rosters.
- (d) This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
- (e) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

42 REASONABLE WORKLOADS FOR NURSES

- 42.1 The Employer has a responsibility to provide reasonable workloads for Employees.
- 42.2 St Vincent's will ensure additional staffing is provided, where it is available, in instances of high workload or patient acuity.
- 42.3 Reasonable workload shall be assessed using work hour allocations in conjunction with clinical assessments which will take into account acuity and skill mix, with all reasonable attempts for replacement or additional staffing to be like for like where available.
- 42.4 An Employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.

42.5 The following procedure will apply to resolve workload matters or staffing grievances directly arising from nursing workload issues:

- (a) A grievance in relation to such matter shall first be raised by employee/s at the ward/unit level with the Nursing Unit Manager responsible or the appropriate manager (using the workload resource tool) and will be dealt with at that time. The Nursing Unit Manager shall investigate and advise on any issue that is raised within 24 hours and provide a response to employees on the issue. Employees are able to raise these concerns at the regular ward meetings or other times, or as appropriate;
- (b) If the matter remains unresolved, it should be referred to the Director of Clinical Services of the hospital;
- (c) If the matter remains unresolved, it should be referred to the Chief Executive Officer and the Association for consideration and recommendation;
- (d) If the matter remains unresolved, it should be dealt with in accordance with clause 43: Grievance and Dispute Resolution Procedures;
- (e) The Hospital will provide a tool for staff to report workload incidents which will be reviewed by Nurse Unit Managers, the Director of Clinical Services and a ward representative on a monthly basis.

43 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

43.1 The St Vincent's Hospital Grievance Management System shall be used to resolve disputes during the life of this Agreement. The detailed policy and procedure can be viewed from the policy and procedure index. A summary of the procedure is attached at Schedule 3: Grievance and Dispute Resolution Procedure.

43.2 In the event of a dispute in relation to a matter arising under this agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee/s concerned and the relevant supervisor. If such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

43.3 A party to the dispute may appoint another person, organisation or association, which may be a Union representative including the Association, to accompany or represent them in relation to the dispute.

43.4 If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.

43.5 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

44 POST GRADUATE / CONTINUING EDUCATION QUALIFICATION ALLOWANCES

44.1 An employee employed in the classification of Registered Nurse, Clinical Nurse

Specialist, Nursing Unit Manager, who holds a higher education qualification from a tertiary institution (university or college) in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance subject to the following conditions set out below:

- i. The allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position and is required by the hospital;
- ii. An employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
- iii. The employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.

44.2 Subject to the provisions in sub clause 44.1 of this clause, an employee who holds a post-registration hospital certificate shall be paid an allowance of an amount set out in of Schedule 2: Allowances.

44.3 Subject to the provisions in sub clause 44.1 of this clause, an employee who holds a post-graduate certificate shall be paid an allowance of an amount set out in Schedule 2: Allowances.

44.4 Subject to the provisions in sub clause 44.1, an employee who holds a postgraduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance of an amount set out in Schedule 2: Allowances.

44.5 The above allowances are not to be included in the employee's ordinary rate of pay.

44.6 The rate of the allowances will be fixed for the life of the agreement in accordance with clause 6: Duration.

44.7 Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in clause 43: Grievance and Disputes Resolution Procedures, of this Agreement.

45 PROFESSIONAL DEVELOPMENT AND STUDY ASSISTANCE

St Vincent's Private Hospital is committed to the ongoing professional development of nursing staff. As such, eligible nursing staff can apply to St Vincent's Private Hospital for financial assistance for ongoing professional development. Applications will be reviewed on a case by case basis and will be approved at the discretion of the Executive, in accordance with the Study Assistance Policy. Decisions in relation to study assistance will be made in the context of the budget and the expected benefits to St Vincent's Private Hospital. Professional development support may include assistance with course fees, attendance at seminars, conferences and short courses, assistance with travel costs and accommodation and paid or unpaid leave to attend training.

46 MANDATORY TRAINING

Mandatory training is any statutory or compulsory training that the organisation requires its employees to undertake to comply with legal requirements, to carry out duties safely, to reduce areas of risk and to maintain competence to the required standards identified by external bodies. All nursing staff will be required to complete mandatory training online and attend all mandatory training topics pertaining to their designation on an annual basis. Employees will be provided

with time during normal work hours to complete the mandatory training. By mutual agreement of the employer and the employee, an employee may complete mandatory training outside their normal work hours. The time taken to complete such training will be paid for in accordance with this Agreement, for example, if the employee is eligible for overtime in accordance with the overtime clause they will be paid the relevant overtime rate for time taken for the training.

47 STAFF AMENITIES

47.1 The employer shall provide for the use of employees:

- (a) A suitable changing room and adequate washing and toilet facilities;
- (b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee where deemed necessary;
- (c) An employer shall provide for an employee morning and afternoon tea, supper and early morning tea (which shall include tea or coffee together with milk and sugar) when the employee is on duty, at times appropriate for the partaking thereof. The employer shall also provide for such an employee, who requires them, meals of a reasonable standard, which fall due during the duty period, and for such meals so provided may make a charge, provided that the charge for breakfast shall be the sum set out in Schedule 2: Allowances. The charges referred to in this subclause are to be adjusted in accordance with the movement in wage rates following State Wage Case decisions. The employers are entitled to set prices for meals at a level to cover labour and ingredient costs.

48 ESCORT DUTY

48.1 Periods during which an employee, is engaged in nursing duties, namely, in attendance on a patient, shall be paid as working time under this Agreement. Where applicable, overtime shall be payable.

48.2 All reasonable out-of-pocket expenses shall be reimbursed.

48.3 Rostered time shall be paid as such even though an employee may be travelling, in hotel/motel accommodation, or waiting for transport.

48.4 In respect of non-rostered time not spent in nursing duties:

- (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time;
- (b) Periods in travelling shall count as working time.

49 PAID TRADE UNION DELEGATES LEAVE

Elected Branch officials will be entitled to eight (8) days paid leave in total per annum for the purposes of undertaking union business. This includes attending delegate meetings, annual conference or meetings in a representative role out of work hours. Elected Branch Officials will be identified to the Executive team annually. Elected Branch officials will determine the allocation of paid days between themselves. Should only one (1) Elected Branch Official be nominated, paid leave would be limited to four (4) days per year.

50 TERMINATION OF EMPLOYMENT

50.1 Notice of termination by the Employer

In order to terminate the employment of an employee, the Employer shall give the employee the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the notice period set out above, employees over forty-five (45) years of age at the time of the giving of notice with not less than two (2) years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice period set out above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice, and part payment in lieu of notice.

In calculating any payment in lieu of notice, the wages to be used shall be those an employee would have received in respect of the ordinary time (including relevant allowances) they would have worked during the period of notice had their employment not been terminated.

The period of notice in this clause shall not apply in the case of dismissal for conduct which justifies instant dismissal or in the case of casual employees, or apprentices or those employees engaged for a specific period of time or for a specific task or tasks.

50.2 Notice of Resignation by employee

The notice of resignation required to be given by an employee shall be fourteen (14) days' notice except for employees with less than twelve (12) months service where the notice shall be seven (7) days' notice.

50.3 If an employee fails to give notice the Employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice where the employee has agreed in writing to the withholding.

If the employer has agreed to a shorter period of notice than that required under clause 50.2, then no deduction can be made under clause 50.3.

50.4 Any deduction made under clause 50.3 must not be unreasonable in the circumstances.

50.5 Time Off During Notice Period

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay, during each week of notice for the purpose of seeking other employment. The time off shall be taken at a time mutually convenient to the employee and the Employer.

51 ATTENDANCE AT MEETINGS AND FIRE DRILLS

50.1 Any employee required to work outside their normal ordinary hours of work in satisfying the requirements of compulsory fire safety practices (fire drill and evacuation procedures)

contained from time to time within the *Private Hospitals and Day Procedure Centres Act 1988*, shall be paid for the time spent in attendance at such practices in accordance with the provisions of this agreement. For example, where applicable, overtime will be payable. In lieu of receiving payment, employees may, with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings or if the time would have been paid at overtime rates the time taken in lieu will be in accordance with the time in lieu of overtime subclause 16.11.

- 50.2 Any employee required to attend Workplace and Safety Committee/s and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment for the time spent at such meetings in accordance with the provisions of this agreement. For example, where applicable, overtime will be payable. In lieu of receiving payment, employees may with the agreement of the employer be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings or if the time would have been paid at overtime rates the time taken in lieu will be in accordance with the time in lieu of overtime subclause 16.11.

52 REDUNDANCY

- 52.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act 1955 (NSW) as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 52.2 Redundancy occurs where the employer has made a definite decision that the Employer 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.
- 52.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 52.3, where the employment of an employee is to be terminated for the reason set out in sub-clause 52.2, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, the Employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay.

- (b) Where the employee is 45 years of age or over, the Employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil

1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

(c) "Weeks pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

(i) shift and weekend penalties as prescribed in clause 25: Penalty rates for Shift and Weekend Work;

(d) When an employee who is on maternity leave or has returned to work on reduced hours in accordance with approved maternity leave provisions is offered redundancy, the "rate of pay" in (c) shall be calculated based on the employee's ordinary hours worked prior to any transfer to a more suitable position in accordance with clause 39.9 or on their ordinary hours immediately preceding the period of maternity leave taken and in which the employee is expected to reasonably resume within a 12 month period. The "week's pay" as in (c) will include over-agreement payments and shift and weekend penalties.

52.4 Subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of retrenchment pay than that calculated in accordance with this Agreement. The FWC shall have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the full amount of retrenchment pay will have on the Employer. Provided that where a Deputy Director of Clinical Services or Assistant Director of Clinical Services has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement calculated in accordance with this Agreement and the Employer may not make application to the FWC under this sub-clause.

52.5 **Time Off during the Notice Period**

(a) During the period of notice of termination given by the Employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment;

(b) 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 shall, at the request of the Employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

53 **REMUNERATION PACKAGING**

53.1 Full time and permanent part time Employees shall be offered remuneration packaging by the Employer. The Employee shall attract 70% of the tax benefit of the remuneration packaging arrangements. No Employee shall be compelled to enter into a salary packaging arrangement. Employees may exercise their right to continue to receive their applicable wage.

- 53.2 Where the Employer offers remuneration packaging to an individual Employee, the Employer shall allow the Employee a period of no less than twenty-one (21) days to seek independent advice on the terms of the proposed remuneration packaging.
- 53.3 The terms and conditions of the package offered to an Employee shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the Agreement and shall be subject to the following provisions:
- 53.3.1 The Employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- 53.3.2 All award and agreement conditions shall continue to apply;
- 53.3.3 Employees will have their Superannuation Guarantee Contribution (SGC) calculated on their Agreement wage prior to the application of any remuneration packaging arrangements;
- 53.3.4 A copy of the remuneration packaging agreement shall be made available to the Employee;
- 53.3.5 The Employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- 53.3.6 The configuration of the remuneration package shall remain in force for the period agreed between the Employee and the Employer;
- 53.3.7 Where at the end of the Fringe Benefit Tax year the full amount allocated to a specific benefit has not been utilised, it will be paid as salary, which will be subject to appropriate taxation requirements. By agreement between the Employer and the Employee, any unused benefit may be carried forward to the next period on the basis that any FBT obligation is accepted by the Employee;
- 53.3.8 In the event that the Employer ceases to attract exemption from payment of Fringe Benefit Tax, the Employer may terminate all remuneration packaging arrangements and the Employee's salary will revert to the applicable rate the Employee would have been entitled to receive but for the remuneration packaging agreement;
- 53.3.9 One months' notice by either party is required for change or termination of a remuneration packaging agreement, unless the change or termination is brought about by legislation or an increase to salaries;
- 53.3.10 In the event that the Employee ceases to be employed by the Employer this agreement will cease to apply as at the date of termination. Benefits not paid on or before the date of termination shall be treated as salary and the appropriate tax deducted;
- 53.3.11 Pay increases granted to Employees in accordance with this agreement shall also apply to Employees subject to remuneration packaging arrangements; and
- 53.3.12 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than payments for leave taken whilst employed shall be calculated by reference to the salary which would have applied to the Employee in the absence of any remuneration packaging arrangements.

54 AGREEMENT FLEXIBILITY

54.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement 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; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

54.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

54.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

54.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

54.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

55 SUPERANNUATION

The employer will make superannuation contributions into a Superannuation Fund that offers a MySuper product.

55.1 Upon employment the employer will advise employees they may nominate a fund into which all statutory superannuation contributions will be paid.

55.2 Should an employee fail to nominate a fund while it remains a legislative requirement:

- (a) The employer will contact the Australian Taxation Office (ATO) to see if the employee has an existing fund. If the ATO identifies that the employee has an existing fund, this will be their 'stapled' account and the employer will pay the statutory superannuation contributions for the employee into this account;
- (b) If no account is found and the employee hasn't chosen a fund, the employer will create a new account for them with HESTA (Health Employees' Superannuation Trust Australia) which is the employer's default super fund. The employer will pay the employee's statutory superannuation contributions to this fund.

55.3 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.

55.4 Contributions

The employer shall make, superannuation contributions into employees' funds on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.

55.5 Salary Sacrifice to Superannuation

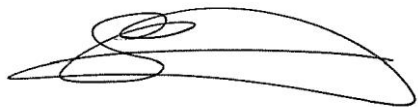
- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the

employer's SG contributions.

- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

Signed for and on behalf of the Trustees of the Roman Catholic Church for the Diocese of Lismore
t/a St Vincent's Private Hospital, Lismore.

Dated this the day of



.....
(Signed on behalf of named Employer)

Steve Brierley
Chief Executive Officer
St Vincent's Private Hospital
20 Dalley Street
Lismore NSW 2480



.....
Witness

Kylie Greensill
Director of Clinical Services
St Vincent's Private Hospital
20 Dalley Street
Lismore NSW 2480

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE 1 – WAGES

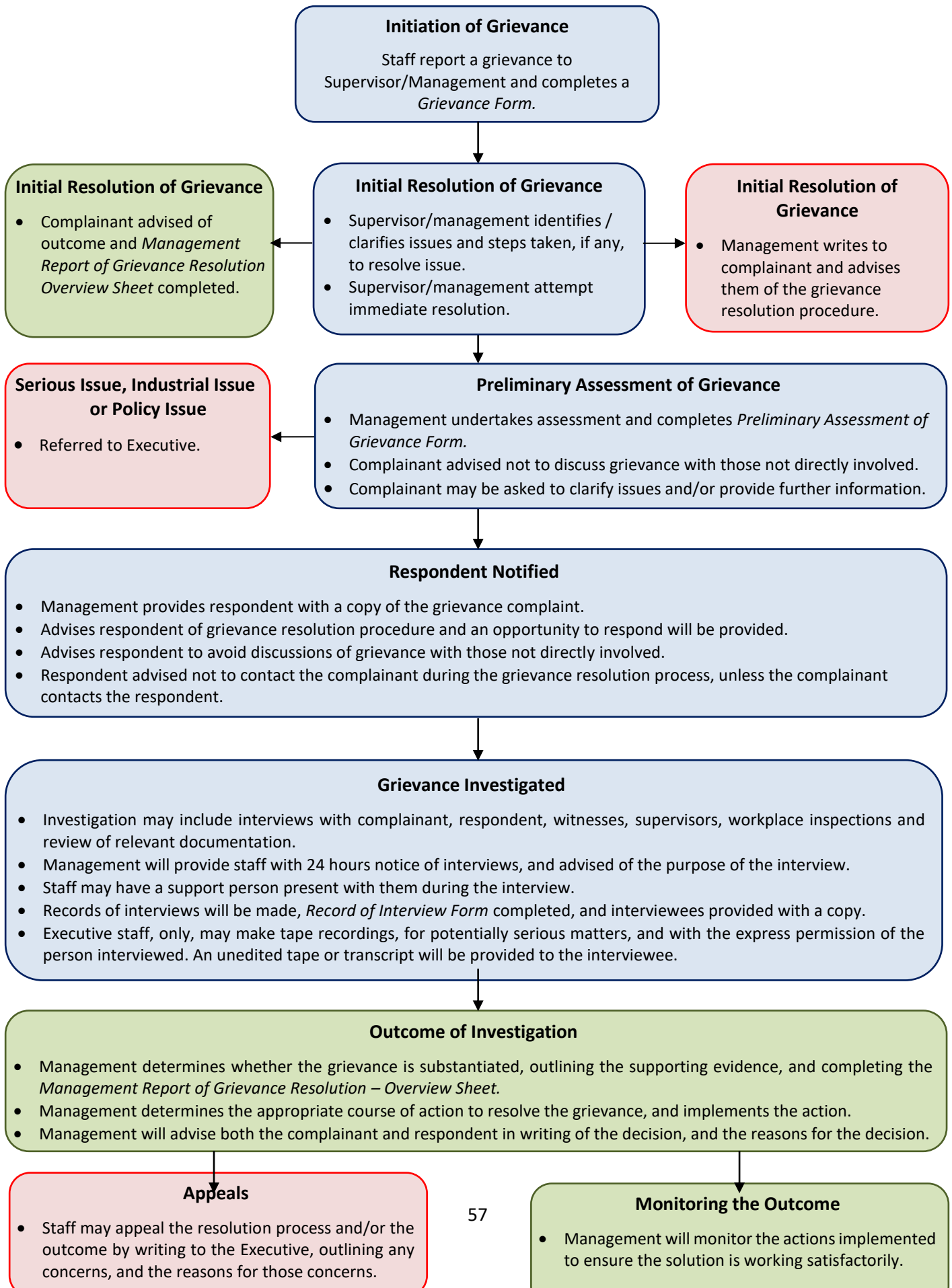
	1.75%	2.04%
	First Full Pay Period on or after 1-Oct-20	First Full Pay Period on or after 1-Oct-21
Assistant in Nursing		
1st Year	\$928.88	\$947.83
2nd Year	\$958.26	\$977.81
3rd Year	\$988.41	\$1,008.57
Thereafter	\$1,019.01	\$1,039.80
Enrolled Nurse (without medication qualification)		
1st Year	\$1,139.62	\$1,162.86
2nd Year	\$1,164.97	\$1,188.73
3rd Year	\$1,189.99	\$1,214.26
4th Year	\$1,215.12	\$1,239.91
Thereafter	\$1,240.68	\$1,265.98
Enrolled Nurse		
1st Year	\$1,164.97	\$1,188.73
2nd Year	\$1,189.99	\$1,214.26
3rd Year	\$1,215.12	\$1,239.91
4th Year	\$1,240.68	\$1,265.98
Thereafter	\$1,266.02	\$1,291.85
Registered Nurse		
1st Year	\$1,292.36	\$1,318.72
2nd Year	\$1,362.61	\$1,390.40
3rd Year	\$1,432.09	\$1,461.31
4th Year	\$1,508.46	\$1,539.24
5th Year	\$1,583.40	\$1,615.71
6th Year	\$1,657.81	\$1,691.63
7th Year	\$1,743.24	\$1,778.80

	1.75%	2.04%
	First Full Pay Period on or after 1-Oct-20	First Full Pay Period on or after 1-Oct-21
8th Year	\$1814.80	\$1851.82
Clinical Nurse Specialist		
Grade 1	\$1,888.76	\$1,927.30
Clinical Nurse Consultant CNC (appointment prior to 31/12/99)		
Grade 1	\$2,322.39	\$2,369.77
1st Year	\$2,270.29	\$2,316.60
2nd Year	\$2,316.93	\$2,364.19
Nursing Unit Manager		
Level 1	\$2,276.62	\$2,323.06
Level 2	\$2,384.78	\$2,433.42
Level 3	\$2,449.13	\$2,499.09
Clinical Nurse Educator		
	\$1,888.88	\$1,927.41
Nurse Educator		
1st Year	\$2,095.14	\$2,137.89
2nd Year	\$2,154.36	\$2,198.31
3rd Year	\$2,207.24	\$2,252.27
4th Year	\$2,322.39	\$2,369.77
Hospital Campus Manager		
100 beds & over	\$2,440.93	\$2,490.73

SCHEDULE 2 – ALLOWANCES

	1.75%	2.04%
Allowance	First Full Pay Period on or after 1 Oct 2020	First Full Pay Period on or after 1 Oct 2021
On Call Allowance		
On call (per hour)	\$3.93	\$4.01
On call minimum payment	\$31.42	\$32.06
On call Day Off (per hour)	\$7.85	\$8.01
On call Day Off minimum payment	\$62.83	\$64.11
On call during meal break (per break)	\$15.47	\$15.78
Lead apron Allowance (per hour)	\$2.18	\$2.22
Registered Nurse in Charge in-charge of ward (per shift)	\$35.93	\$36.66
Uniform & Laundry Allowances		
Uniform Allowance (per week)	\$8.21	\$8.38
Applicable to the following departments: Wards & Short Stay Unit		
Laundry Allowance (per week)	\$6.84	\$6.98
Applicable to the following departments: Wards & Short Stay Unit		
Charge for meals		
Breakfast per meal	\$4.58	\$4.67
Other meals per meal	\$8.35	\$8.52
Post Graduate Certificate	\$35.61	\$36.34
Post Graduate Diploma	\$54.18	\$55.29

SCHEDULE 3 - GRIEVANCE AND DISPUTE RESOLUTION PROCEDURE



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1142 – St Vincent's Private Hospital Nurses Enterprise Agreement 2020 - 2022

Applicant:

The Trustees of the Roman Catholic Church Diocese of Lismore t/a St Vincent's Private Hospital

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Stephen Brierley, Chief Executive Officer for St Vincent's Private Hospital Lismore give the following undertakings with respect to the St Vincent's Private Hospital Nurses Enterprise Agreement 2020 – 2022 ("the Agreement"):

1. I have the authority given to me by St Vincent's Private Hospital Lismore to provide this undertaking in relation to the application before the Fair Work Commission.
2. **Casual employees**
St Vincent's Private Hospital agrees the wording of clause 22.4 of the agreement will be reflected as following for the duration of the agreement:

22.4 The minimum period of engagement of a casual employee is four (4) hours, unless mutually agreed by the employer and the employee for education purposes, where the minimum engagement for a casual employee shall be two (2) hours.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Stephen Brierley

Chief Executive Officer

St Vincent's Private Hospital, Lismore

Dated: 2 May 2022