

**Symbion Medical Centres (NSW/ACT) Nurses'
Workplace Agreement 2007**

1. Agreement Title

This Agreement shall be known as the "Symbion Medical Centres (NSW/ACT) Nurses' Workplace Agreement 2007"

2. Arrangement

Clause

Part 1 – Application and Operation

3. Scope of the Agreement
4. Parties to the Agreement
5. Date and Period of Operations
6. Relationship to Parent Awards
7. Variation to Agreement
8. Definitions

Part 2 – Agreement Aims and Communication

9. Purpose of the Agreement
10. Agreement to be Displayed
11. Consultative Committee
12. Dispute and Grievance Resolution

Part 3 – Hours of Work, Employment and Classifications

13. Hours of Work
14. Probationary Period of Employment
15. Split Shifts
16. Part time and Casual Employment

Part 4 – Wages, Allowances and related matters

17. Wages
18. Labour Flexibility
19. Secure Employment
20. Saturday, Sunday and Public Holidays
21. Allowances
22. On-Call
23. Overtime
24. Time in Lieu of Overtime
25. Individual Negotiations
26. Payment of Salary

Part 5 – Leave

27. Annual Leave
28. Annual Leave Loading
29. Cashing in Annual Leave
30. Long Service Leave
31. Leave Without Pay
32. Personal/Carers Leave (incorporating Sick Leave)
33. Compassionate Leave
34. Parental Leave
35. Public Holidays

Part 6 – Miscellaneous

- 36. Professional Development
- 37. Memberships
- 38. Attendance at Meetings
- 39. Performance Reviews
- 40. Disciplinary/Warning Process
- 41. Termination of Employment
- 42. Redundancy
- 43. Superannuation

Part 1 – Application and Operation

3. Scope of the Agreement

The Agreement shall apply to Symbion Health Limited in respect of Medical Centres in NSW and the ACT engaging employees covered by the terms of the Nurses Other than in Hospitals (State) Award and the Nurses Private Employment (A.C.T) Award 2002 (“The ACT Award”)

4. Parties to the Agreement

The parties to this Agreement are:

- 4.1 Symbion Health Limited ABN 56 004 073 410 trading as Symbion Medical Centre Operations (“The Employer”) ABN 15 089 995 817;
- 4.2 The NSW Nurses’ Association, 43 Australia Street, Camperdown, NSW 2050 (“the Association”) and the Australian Nursing Federation (NSW Branch);
- 4.3 The Australian Nursing Federation (ACT Branch), Unit 3, 36 Botany Street, Phillip ACT (the ANF ACT); and
- 4.4 Employees of Symbion Health Limited in NSW and ACT, employed in the industry of nursing in Symbion Medical Centre Operations Pty Ltd.

5. Date and Period of Operation of the Agreement

The Agreement will operation on and from the date of lodgement and shall remain in force for two (2) years and thereafter in accordance with the Workplace Relations Act 1996 (“The Act”)

6. Relationship to Parent Award

In respect to employees in the Australian Capital Territory, the Agreement will be read and interpreted in conjunction with the ACT Award provided that where there is any inconsistency the Agreement will take precedence to the

extent of the inconsistency. Where there is reference to NSW provisions only, ACT employees should refer to the ACT Award.

7. Variation to the Agreement

The parties to the Agreement recognise that this Agreement may be varied in accordance with the requirements of relevant legislation.

Any variations however shall be subject to the procedures and requirements required for the approval of this Agreement by the Employment Advocate, as per the Australian Workplace Relations Act 1996.

8. Definitions

“Act” means the Workplace Relations Act 1996.

“ACT Award” means the Nurses Private Employment (A.C.T) Award 2002 (.

“ANF ACT” means the Australian Nursing Federation (ACT Branch).

“Agreement” means this Agreement, the “Symbion Medical Centres (NSW/ACT) Nurses’ Workplace Agreement 2006”.

“Association” means the New South Wales Nurses’ Association and the Australian Nursing Federation (NSW Branch).

“Assistant in Nursing” means a person, other than a Registered Nurse or an Enrolled Nurse who is principally employed in nursing duties of any description.

“Board” means the Nurses and Midwives Board of New South Wales and/or the ACT Nursing and Midwifery Board.

“Casual” means an employee who has no permanent rostering arrangements and is engaged and paid on an hourly basis.

“Committee” means the consultative committee.

“Company” and “Employer” means Symbion Health Ltd trading as Symbion Medical Centre Operations Pty Ltd.

“Conditions” include the terms of employment and work practices of employees.

“Day Worker” For the purposes of this Agreement, a day worker shall mean an employee engaged to work day work Monday to Friday inclusive.

“Enrolled Nurse” means a person enrolled by the Board as such.

“Endorsed Enrolled Nurse” means a person enrolled by the Board as such.

“Full Time” means an employee who is engaged to work 76 normal hours per fortnight.

“Permanent Part Time” means an employee who is engaged to work a specified minimum number of hours, which are less than those, prescribed for a full time employee.

“Practice Nurse” means an Enrolled Nurse, Endorsed Enrolled Nurse or Registered Nurse.

“Registered Nurse” means a person registered by the Board as such.

“Service”, for the purpose of clause 17, Wages, means service before or after the commencement of this agreement in New South Wales, the ACT or elsewhere as a Registered Nurse, Enrolled Nurse or Assistant in Nursing, as the case may be.

“Shift worker” means an employee who is not a day worker as defined

Part 2 – Agreement Aims and Communication

9. Purpose of the Agreement

The purpose of the agreement is to promote and support Symbion Medical Centres commitment to providing a working environment for Practice Nurses that ensures employee satisfaction, enables professional development and maximises working partnerships with General Practitioners and other practice staff and management. Through this commitment Practice Nurses are committed to the provision of exceptional quality care to patients, leading to quality health outcomes.

10. Agreement to be Displayed

A copy of this Agreement will be provided for each site and will be displayed in a convenient location at each site for easy access by all employees.

11. Consultative Committee

The purpose of the Practice Nurse Consultative Committee is to provide a forum in which Practice Nurses can network with colleagues from their region and share information on issues relevant to their roles.

The Committee will consult on matters affecting the improvement of efficiency and productivity and will also allow for a more comprehensive consultative process and representation of Practice Nurse interests to Regional Management.

The Committee will comprise both employee elected representatives and management representatives.

12. Dispute & Grievance Resolution

It is the intention of this procedure to resolve grievances promptly and where possible at the local level.

Any grievance or conflict over the application of the agreement is to be resolved without disruption to work, except where a bona fide safety issue is involved.

The process for resolving grievances is as follows:

- 12.1 The employee shall attempt to resolve the matter with their immediate supervisor, or if this is inappropriate to the next level of management.
- 12.2 Should an employee submit their grievance in writing, written acknowledgment of receipt of the grievance shall be provided.
- 12.3 If no satisfactory resolution is achieved at this level then the matter shall be referred to a higher level of management (State Manager level).
- 12.4 If no satisfactory resolution is achieved at the State Manager level it may be referred to the HR Manager.
- 12.5 At all stages the employee has the right to a representative of their choice or have a witness present.
- 12.6 Where possible steps outlined in 12.1 and 12.2 shall take place within 14 days, taking into account any investigation that may be necessary.
- 12.7 If the matter remains unresolved, or if either party considers the matter of such importance, it may be referred to the AIRC for conciliation and/or arbitration in order to settle the matter(s) in dispute. The AIRC will have power to call witnesses, hear evidence and take submissions.
- 12.8 Until the matter is determined work shall continue normally in accordance with the custom or practice existing before the matter arose while discussions take place. Neither the Nurse nor the Company shall be prejudiced as to the final resolution by the continuance of work. Health and safety matters are exempted from this paragraph.

Part 3 – Hours of Work and Classifications

13. Hours of Work

NSW Only

- 13.1. Ordinary hours of work shall not exceed an average of 38 per week
- 13.2. The arrangement of the 38 hour week may be any one of the following;
 - 13.2.1. by employees working less than 8 ordinary hours each day;
or
 - 13.2.2. by employees working less than 8 ordinary hours on one or more days each week; or
 - 13.2.3. by fixing one weekday on which all employees will be off during a particular work cycle; or
 - 13.2.4. by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.
 - 13.2.5. circumstances may arise where different method of implementation of a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned

Notwithstanding any other provision of this agreement, the employer and the majority of employees concerned may agree that the ordinary hours may exceed 8 hours per day, thus enabling time off to be taken more frequently than would otherwise apply.
- 13.3. The arrangement of the 38 hour week may be varied by agreement between to employer and the employee(s) concerned
- 13.4. Where agreement cannot be reached the Dispute and Grievance Resolution procedure as set on in clause 12 shall apply.
- 13.5. Day Workers – the ordinary hours of work for day workers shall not exceed 38 hours per week to be worked between the hours of 7.00am and 7.00pm in five days of not more than eight hours, Monday to Friday, inclusive and shall be consecutive except for breaks for meals and as provided in clause 15 Split Shifts.

- 13.6. Shift Workers – the ordinary hours of shift workers shall not exceed;
- 13.6.1. 38 hours per week; or
 - 13.6.2. 76 hours per fortnight; or
 - 13.6.3. 114 hours in twenty one consecutive days; or
 - 13.6.4. 152 hours in twenty-eight consecutive days;
 - 13.6.5. Except at regular change over of shifts an employee shall not be required to work more than one shift in each twenty-four hours without payment of overtime as prescribed in clause 23 Overtime of this Agreement; and
 - 13.6.6. The ordinary hours of shift workers shall be worked continuously except for meal breaks and as provided in clause 15 Split Shifts

13.7. Shift Allowances:

- 13.7.1. Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided that part time workers shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm

Afternoon shift commencing at 10.00am and before 1.00pm
10%

Afternoon shift commencing at 1.00pm and before 4.00pm
12.5%

Night shift commencing at 4.00pm and before 4.00am
15%

Night shift commencing at 4.00am and before 6.00am
10%

- 13.7.2. "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee is a part time or casual employee.

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

"Day Shift" means a shift, which commences at or after 6.00am and before 10.00am

"Afternoon Shift" means a shift, which commences at or after 10.00am and before 4.00pm

"Night Shift" means a shift which commences at or after 4.00pm and before 6.00am on the day following.

13.8. Notice of Days off:

Except as provided in 13.9 and 13.10 hereof, in cases where by virtue of the arrangement of his/her ordinary hours, an employee, in accordance with paragraph 13.2.3 and 13.2.4 of subclause 13.2, is entitled to a day off during his/her work cycle, such an employee shall be advised by the employer at least 4 weeks in advance of the weekday he/she is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the workplace or section or sections concerned.

13.9. Substitute Days:

13.9.1. An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraphs 13.2.3 and 13.2.4 of subclause 13.2 for another day in the case of breakdown in machinery or failure or shortage of electric power or to meet the requirements of the business in the event of the rush orders or some other emergency situation.

13.9.2. An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.

13.10. Flexibility in relation to rostered days off;

Notwithstanding any other provisions in this clause, where the hours of work of an establishment, plant or section are organised in accordance with paragraphs 13.2.3 and 13.2.4 of subclause 13.2 an employer, the employee representatives concerned and the majority of employees in the establishment, plant, section or sections concerned may agree to accrue up to a maximum of five (5) rostered days off in special circumstances such as where there are regular and substantial fluctuations in production requirements in any year.

13.11. It is a condition of this Agreement that no employee employed on or before 24 September, 1992 shall suffer any loss of earnings as a result of the extension of ordinary hours from 8.00am – 6.00pm to 7.00am – 7.00pm.

ACT only

13.12. The provisions of Clause 8 of the ACT Award shall apply.

14. Probationary Period of Employment

- 14.1. Full time and part time employees shall be on probation for the first three months of their employment, during which time their employment can be terminated by one day's notice by either party.
- 14.2. During the probationary period the employer shall provide the probationary employee with feedback in relation to how she/he is progressing and any areas of concern or matters, which need to be addressed by the employee.
- 14.3. Following the probationary period the employer may:
 - 14.3.1. Confirm the appointment of the employee in writing to permanent staff;
 - 14.3.2. Extend the probationary period for a further period as considered necessary by the employer, not exceeding three months, to enable further assessment of the employee;
 - 14.3.3. Terminate the employment.

15. Split Shifts

- 15.1. The ordinary hours of work per day may be divided into two separate spans of time and separated by a break greater than one hour. If more than a one-hour break is rostered between these spans of time, then this arrangement will be deemed as a split shift. This excludes tea breaks. If an employee is requested by management and agrees to work a split shift then the employee will be paid an additional \$20 per shift.
- 15.2. A split shift will only be introduced where there has been consultation with employees affected, and where there is deemed a need for such by management regarding the needs of the company.
- 15.3. Only 1 split shift per 12-hour period will be allowed.
- 15.4. Split Shifts are not compulsory and will only be on agreement between the individual employee and the Practice Manager.

16. Part-time and Casual Employees

16.1 Permanent Part-time Employees

- 16.1.1. A permanent part-time employee is one who is permanently appointed by an employer to work a specified number of hours, which are less than those, prescribed for a full-time employee.
- 16.1.2. Subject to 0 of this clause employees engaged under 16.1 of this clause shall be paid an hourly rate calculated on the basis on one thirty-eighth of the appropriate rate prescribed by clause 17, Wages, with a minimum payment of 2 hours for each start, and the appropriate allowance prescribed by clause 21.2 Uniform and Laundry Allowance, but shall not be entitled to an additional day off or part thereof as prescribed by paragraph 13.2.3 of subclause 13.2 of clause 13, Hours of Work.
- 16.1.3. The provisions of clause 27, Annual Leave, and clause 28, Annual Leave Loading, of this Agreement shall apply to employees engaged under 16.1 of this clause, upon the same ratio as the number of hours worked in each week bears to 38.
- 16.1.4. In 16.1 of this clause ordinary pay, for the purposes of sick leave and annual leave, shall be calculated on the basis of the average weekly hours worked over the 12 months qualifying period.
- 16.1.5. Employees engaged under 16.1 of 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.

16.2 Casual Employees

- 16.2.1. A casual employee means an employee who is engaged and paid by the hour
- 16.2.2. A casual employee working ordinary hours shall be paid the hourly rate ascertained by dividing the weekly rate by 38 plus 20 per cent except for Saturdays, Sundays and Public Holidays when the hourly rate will be ascertained by dividing the weekly rate by 38.
- 16.2.3. A casual employee shall be entitled to the same benefits as to hours, overtime, shift penalties and Saturday, Sunday and Public Holiday rates of pay as a weekly employee

- 16.2.4. A casual employee shall be entitled to a minimum payment as for three (3) hours at the appropriate rate in respect of each start and shall be reimbursed all fares actually and reasonably incurred by him/her travelling to and from work provided that fares shall only be reimbursed for employees who were receiving such reimbursement before 23 November, 1989
- 16.2.5. No casual employee shall suffer a loss of earnings as a result to the Part made in Matter No's 1327 of 1991 and 1328 of 1991 in decision Maidment J made on 24 September 1992.

16.3. Personal Carers Entitlement for casual employees

- 16.3.1. Subject to the evidentiary and notice requirements in clause 32 casual employees are entitled to not be available for work, or to leave work if they need to care for a person prescribed in Clause 32 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 16.3.2. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 16.3.3. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

16.4. Bereavement entitlements for casual employees

- 16.4.1. Subject to the evidentiary and notice requirements in Clause 33 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause 32.6.
- 16.4.2. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- 16.4.3. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

NSW only

16.5. Savings Provision

- 16.5.1. Employees engaged as part-time employees as at 23 November 1989, shall be entitled to exercise the option of receiving benefits of employment specified in (a) of this clause or in lieu thereof the following:

16.5.1.1. A part-time employee means an employee who is employed to work not more than 38 hours per week

16.5.1.2. A part-time employee shall be paid at the hourly rate ascertained by dividing by 38 the weekly rate prescribed by this Agreement plus 5 per cent. Those employees previously covered by the Trained Nurses, Medical &c., (State) Award shall be paid the hourly rate plus 15%.

16.5.1.3. A part-time employee shall be entitled to pro-rata sick leave in accordance with clause 32 Personal/Carer's Leave (incorporating Sick Leave), in the same proportion that his/her ordinary hours of work bear to 38.

Part 4 – Wages, Allowances and Related Matters

17. Wages

- 17.1. The wage adjustments shown in the table below are effective from the first full pay period to commence on or after the dates listed in the table.

Enrolled Nurses

	First Pay Period 5 February 2007 5% Hourly Rate	First Pay Period 5 February 2008 3% Hourly Rate
1 st year	\$15.93	\$16.41
2 nd year	\$16.32	\$16.81
3 rd year	\$16.91	\$17.42

4 th year	\$17.39	\$17.91
5 th year/ thereafter	\$17.73	\$18.26

Registered Nurses

	First Pay Period 5 February 2007 5% Hourly Rate	First Pay Period 5 February 2008 3% Hourly Rate
1 st year	\$18.12	\$18.67
2 nd year	\$18.53	\$19.09
3 rd year	\$19.27	\$19.85
4 th year	\$19.99	\$20.59
5 th year	\$20.62	\$21.24
6 th year	\$21.40	\$22.04
7 th year	\$22.18	\$22.84
8 th year and thereafter	\$23.01	\$23.70

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	First Pay Period 5 February 2007 5% Hourly Rate	First Pay Period 5 February 2008 3% Hourly Rate
	\$23.69	\$24.40

Supervisory Nurse

	First Pay Period 5 February 2007 5% Hourly Rate	First Pay Period 5 February 2008 3% Hourly Rate
	\$24.07	\$24.79

17.2. Employees Above Agreement rates

For employees paid above the Agreement rate the first pay increase shall be absorbed. All employees will receive the second pay increase regardless of their current rate.

18. Labour Flexibility

NSW Only

- 18.1. For the purposes of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of their skills and competence.

- 18.2. Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 18.3. Notwithstanding the provision of subclause 18.2 of this clause, employees shall perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- 18.4. Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instruction from authorised personnel.
- 18.5. Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the agreement.
- 18.6. Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 18.7. Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times, provided that appropriate consultation between employer and employees has taken place.

19. Secure Employment

NSW Only

- 19.1. Objective of this clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees

- 19.2. Casual Conversion

- 19.2.1. A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- 19.2.2. Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-

clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- 19.2.3. Any casual employee who has a right to elect under paragraph 19.2.1, upon receiving notice under paragraph 19.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 19.2.4. Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 19.2.5. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 19.2.6. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2.3, the employer and employee shall, in accordance with this paragraph, and subject to paragraph 19.2.3, discuss and agree upon:

whether the employee will convert to full-time or part-time employment; and

if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

19.2.7. Following an agreement being reached pursuant to paragraph 19.2.6 the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

19.2.8. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3. Occupational Health and Safety

19.3.1. For the purposes of this subclause, the following definitions shall apply:

19.3.1.1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

19.3.1.2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

19.3.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

19.3.2.1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

19.3.2.2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

19.3.2.3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

19.3.2.4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

19.3.3. Nothing in this subclause 19.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

19.4. Disputes Regarding the Application of this clause

19.4.1. Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the Dispute and Grievance Resolution procedure of this Agreement.

19.4.2. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

20. Saturday, Sunday and Holiday Rates of Pay

NSW Only

20.1. Day Workers –

20.1.1. For all time worked on Saturday, Sundays and public holidays, day workers shall be paid at the following rates:

Saturdays – time and one half of the first two hours and double time thereafter

Sundays – double time

Holidays – double time and one half

Such double time or double time and one half to continue until relieved from duty.

20.1.2. Day workers who work on a Sunday or public holidays and (except for meal breaks) continue to work immediately thereafter shall, on being relieved from duty, be entitled to be absent until they have had eight (8) consecutive hours off duty, without deduction of pay, for ordinary time of duty occurring during such absence.

20.2. Shift Workers –

20.2.1. Except as provided for in paragraph 20.2.2, of this subclause, employees engaged on shift work shall be paid at the rate applicable to the majority of the employees in the establishment in which they are employed for all work performed on Saturdays, Sundays and holidays.

20.2.2. Employees other than those provided for in paragraph 20.2.1, of this subclause, who are required to work on Saturdays, Sundays or public holidays as part of their ordinary hours of work for the week shall be paid for such time worked on Saturdays at the rate of time and a quarter, and on Sundays at the rate of time and a half and on public holidays at the rate of double time and a half. This payment shall be in lieu of any percentage addition by reason of the fact that an employee is a casual employee.

20.2.3. The rates prescribed in paragraphs 20.2.1 and 20.2.2 of this subclause shall be in substitution for and not cumulative upon the shift allowance prescribed in subclause 13.6 of clause 13 Hours of Work.

20.2.4. Where shifts commence between 11.00pm and midnight on a Sunday or public holiday the time so worked before midnight shall not entitle the employee the Sunday or public holiday rate.

20.3. Employees required to work on Saturdays, Sundays or public holidays shall be paid for a minimum of three (3) hours' work.

ACT only

20.4. The provisions of clauses 11 and 14 of the ACT Award shall apply

21. Allowances

The following allowances are most commonly applicable to Practice Nurses in Symbion Medical Centres. Rates are as below:

21.1. Vehicle Allowance

An employee who is required by his/her employer to provide a car for the performance of his/her duties shall be paid the appropriate car allowance for the horsepower of the car he/she provides.

Engine Capacity:

1600cc (1.6 litre) or less	55 cents per km
800cc (0.8 litre) or less	55 cents per km
1601cc-2600cc (1.601 litre-2.6 litre)	66 cents per km
801cc-1300cc (0.801 litre-1.3 litre)	66 cents per km
2601cc (2.601 litre) and over	67 cents per km
1301cc (1.301 litre) and over	67 cents per km

21.2. Uniform and Laundry Allowance

The Company will supply uniforms for all Practice Nurses. These uniforms are to be worn, in their entirety, by all such employees.

Uniforms will be issued upon successful completion of the probation period.

Maternity uniforms will be available to such staff on loan from the maternity wear general uniform pool. These maternity uniforms must be returned to the uniform pool once maternity leave commences.

Upon termination, uniforms must be dry-cleaned and returned to the Company, as they remain the property of the Company.

Where uniforms are not laundered at the employer's expense the amount of \$5.23 per week or \$1.00 per day for part-time employees will be paid.

21.3. Meals and Meal Allowances

NSW Only

- 21.3.1. No employee shall be required to work for more than five (5) hours without a break for a meal of not less than 30 mins and no more than one (1) hour.
- 21.3.2. One interval of 10 minutes (in addition to meal breaks) shall be allowed to each employee on duty for light refreshments each morning, afternoon and night shift. Such interval shall be paid as such.
- 21.3.3. An employee required to curtail the time prescribed herein for a meal break shall be paid at the rate of time and a half for all such curtailed periods.
- 21.3.4. An employee required to work overtime for more than one and a half hours after his/her usual ceasing time of duty shall be supplied with a meal, free of cost, or shall be paid the amount of \$7.26 per meal.

22. On Call

NSW Only

- 22.1. An employee who is required to remain on close call, that is, on call for duty and not allowed to leave his/her employer's premises during any meal break which is not paid for as time worked, shall be paid an additional \$5.71 for each meal during which the employee is on call.
- 22.2. A person who is required by the employer to be on call (that is on call for duty but not required to remain at the employer's premises) shall be paid an on call allowance of \$13.57 for each period of 24 hours or part thereof provided that only one allowance shall be payable in any period of 24 hours.

23. Overtime

NSW Only

- 23.1. Day Workers – Except as prescribed in clause 24, all time worked by day workers in excess of 38 hours per week or before the ordinary commencing time or after the ordinary ceasing time

shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.

23.2. Shift Workers – Except as prescribed in subclause 13.2 of clause 13, Hours of Work, and except as prescribed in clause 24 all time worked by shift workers –

23.2.1. in excess of 38 hours per week in the case of an employee whose ordinary hours of work are balanced over one week; or

23.2.2. in excess of 76 hours per fortnight in the case of an employee whose ordinary hours of work are balanced over a two week period; or

23.2.3. in excess of 114 hours in twenty-one consecutive days in the case of an employee whose ordinary hours of work are balanced over a three week period; or

23.2.4. in excess of 152 hours in twenty-eight consecutive days in the case of an employee whose ordinary hours of work are balanced over a four week period; or

23.2.5. before the usual starting time or after the usual finishing time;

shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

23.3. For the purpose of calculating overtime, each day or shift shall stand-alone.

23.4. Subject to the following subclauses an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for under this agreement.

23.4.1. An employee may refuse to work overtime in circumstances where working of such overtime would result in the employee working hours which are unreasonable

23.4.2. For the purpose of this subclause what is reasonable or otherwise will be determined having regard to:

23.4.2.1. the risk to the employee's health and safety;

23.4.2.2. the employee's personal circumstances including any family or carer responsibilities;

23.4.2.3. the needs of the workplace or enterprise

23.4.2.4. the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

23.4.2.5. any other relevant matter

23.4.3 Permanent Part-time – All time worked by employees employed pursuant to subclause 16.5 of clause 16, Part-time and Casual Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees in the section concerned shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees in that section shall not be regarded as overtime but as an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

ACT only

23.5 The provisions of clause 9 of the ACT Award shall apply.

24. Time in Lieu of Overtime

- 24.1. An employee may elect to take time off in lieu of overtime payments when requested by their manager to undertake overtime.
- 24.2. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is hour for hour worked.
- 24.3. Such time in lieu is to be taken within 2 months from the date of the overtime occurring at a time mutually agreed between the employer and employee. After negotiation with the relevant manager, this time limit may be extended, or paid the time in full, at the discretion of the State Manager.
- 24.4. If, having elected to take time off in lieu, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 2-month period or on termination.
- 24.5. Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

25. Individual Negotiations

The Company and employee may negotiate individually in respect of matters particular to their situation, which may include

items such as, but not limited to, enhanced primary care (health assessments/ care plans), salary, leave & education.

Recognition and/or reward may include, but is not limited to:

- Contract rate for work performed outside ordinary hours.
- Hourly rate for work performed during ordinary hours.
- Bonuses / incentives
- Or combinations of the above

26. Payment of Salary

NSW Only

- 26.1. All salaries and other payments due to the employee shall be paid weekly or fortnightly provided that the 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 not longer; provided further that upon termination of the employment of and employee by the employer, or by the employee upon notice in accordance with clause 41, Termination of Employment, of this Agreement, all salaries and other payments due to such employee shall be paid not later than one working day after such termination. Provided further that salaries may be paid monthly by agreement between the employer and employee.
- 26.2. All salaries and other payments due to a casual employee shall be paid at the completion of each engagement
- 26.3. Where practicable an employee rostered off duty on pay day shall be paid the salary and other payments due the employee on the last day on which the employee is on duty prior to pay day
- 26.4. An employer may pay an employee's salary into one account with a bank or other financial institution within NSW as nominated by the employee; provided that if salaries are so paid then those salaries shall be deposited by employers in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day; and provided further that this requirement shall not apply where employees nominate accounts with non-bank financial institutions but in such cases employers shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal no later than pay day.

ACT only

- 26.5. The provisions of clause 17 of the ACT Award shall apply.

Part 5 - Leave

27. Annual Leave

NSW Only

- 27.1. Annual Leave at the rates of pay prescribed by subclause 27.5 of this clause and Clause 28, Annual Leave Loading, shall accrue on a four weekly basis at the rate of four weeks per annum for all employees.
- 27.1.1. In addition to the periods specified in paragraph **Error! Reference source not found.** of this subclause one day shall be added to the period of leave for each public holiday prescribed by Clause 35, Holidays, which occurs during the period of annual leave.
- 27.2. Such annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued.
- 27.3. Nothing in this clause shall prevent an employer, by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until the expiration of the twelve months in respect of which annual leave was taken before it accrued.
- 27.4. The employer shall give each employee, where practicable, at least three months' notice of the date upon which he/she shall enter upon his/her annual leave. In any event such notice shall not be less than twenty-eight (28) days.
- 27.5. Each employee, before going on leave, shall be paid for the period of leave at the ordinary rate of salary to which he/she is entitled under his/her contract of employment.
- 27.6. Except as provided for in subclause 27.7 of this clause and clause 29 payment shall not be made nor accepted in lieu of annual leave.
- 27.7. When the employment of an employee is terminated, he/she shall be entitled to receive a proportionate payment for all service for which no annual leave has been granted at the time rate of pay, as fixed under his/her contract of employment. The pro-rata annual leave payments shall be equal to one-twelfth of such ordinary pay for that period of employment.
- 27.8. An employee shall be eligible for annual leave when twelve months, less the period of annual leave, has elapsed since the date on which his/her last annual leave would have begun if

taken immediately it had become due or, if he/she had not previously had annual leave, since he/she commenced employment.

- 27.9. In addition to the leave prescribed by subclause 27.1 of this clause employees who are rostered to work their ordinary hours on Sundays and/or holidays shall be entitled to receive additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or holidays during a payment qualifying period of employment for annual leave purposes	Additional
4 - 10	one-fifth of one week's ordinary salary
11 - 17	two-fifths of one week's ordinary salary
18 - 24	three-fifths of one week's ordinary salary
25 – 31	four-fifths of one week's ordinary salary
32 or more	one-week's ordinary salary

The additional payment shall be made at the time the employee proceeds on annual leave, provided that where the employment of an employee is terminated the employee shall be entitled to be paid the additional payment that may have occurred under this paragraph in addition to the proportionate payment prescribed by subclause 27.7 of this clause.

28. Annual Leave Loading

NSW only

- 28.1. The loading is payable in addition to the pay for the period of annual leave given and taken and due to the employee in accordance with subclause 27.1 of clause 27 Annual Leave, of this Agreement.
- 28.2. The loading is to be calculated at the rate of 17.5% of the appropriate ordinary weekly time rate prescribed by the agreement for the classification in which the employee was employed immediately before commencing his/her annual leave.

28.3. No loading is payable to an employee who takes annual leave wholly or partly in advance in accordance with subclause 27.3 of the said clause 27 of this agreement provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the said clause 27 of this agreement to annual leave, the loading then becomes payable in respect of the period of such leave and is calculated in accordance with subclause 28.2 of this clause applying to the agreement rates of wages payable on that day

ACT only

28.4. The provisions of clause 13 of the ACT Award shall apply.

29. Cashing in Annual Leave

An employee may, with agreement of senior management, request the cashing out of 5 days annual leave per 12 month period, provided that the employee takes an amount equal to or greater than 5 days as annual leave at the time the leave is cashed out. Annual leave loading is payable on annual leave cashed out.

An employee cannot cash out anticipated annual leave, that is leave that is not yet credited.

30. Long Service Leave

The provisions of the following Acts as amended shall apply:
Long Service Leave Act 1955 (NSW)
Long Service Leave Act 1976 (ACT)

An employee with more than ten (10) years of service may, with approval of senior management of the State and Territory, take Long Service Leave at half the time on twice the pay eg two months current entitlement of Long Service Leave paid out of a period of one month of Long Service Leave taken.

31. Leave without Pay

If there is annual leave owing this must be taken first.

Leave without pay can be granted to the employee in special circumstances subject to prior mutual consent of their supervisor and senior management of the State and Territory.

During any period of unpaid leave, the accrual of entitlements will be suspended until resumption of normal duties.

32. Personal/Carer' Leave (incorporating Sick Leave)

- 32.1. Personal/Carers' leave is comprised of both of sick leave and carers' leave.
- 32.2. Permanent employees shall be entitled to 10 days personal/carers' leave for each year of service or pro rata based on the number of hours worked. Personal/Carers' leave is cumulative.
- 32.3. Sick leave refers to leave taken by an employee because of his or her own personal illness or injury.
- 32.4. Carers' leave refers to leave taken by an employee to provide care or support to one of the employee's immediate family who has an illness or injury, or is suffering an unexpected emergency.
- 32.5. Sick Leave:
 - 32.5.1. The employer may require a medical certificate for sick leave absences in excess of 2 consecutive days or if sick leave is taken immediately before or after a public holiday or a weekend, or if an employee has an unsatisfactory attendance record.
 - 32.5.2. If the employer believes the employee is unable to stay at work due to illness they will be directed to seek medical advice at the employer's expense.
 - 32.5.3. If a new employee takes sick leave in the first three months then this will be unpaid. If, at the expiration of 12 months service the employee has a balance of sick leave, such unpaid absences in the first three months will be paid upon application by the employee.
- 32.6. Carers' Leave:
 - 32.6.1. An employee with responsibilities in relation to dependent members of their immediate family or household will be entitled to use accrued sick leave to provide care and support for such persons when they are ill.

- 32.6.2. An immediate family member is deemed to include; spouse, de facto spouse, de facto same sex partner, parent, child, grandparent, grandchild or sibling.
- 32.6.3. The employee shall, if required by the employer, provide a medical certificate or statutory declaration to verify the illness of the person concerned. If the number of days an employee takes carers' leave exceeds 10 days in any year the employer may also require a medical certificate, or statutory declaration, to verify the reason for such absences.
- 32.6.4. Where an employee has exhausted all paid personal leave entitlements the employee may elect to take annual leave in the first instance, then leave without pay, with the employer's agreement, for carers' purposes. If however all personal leave entitlements are exhausted and an immediate family member requires care due to an unexpected emergency an employee is entitled to take up to two days unpaid leave per occasion, subject to the required evidence being provided to the Company
- 32.6.5. An employee may also elect to take annual leave in the first instance, and then leave without pay, with the employer's agreement, for carers' purposes.

32.7. Personal/Carers Entitlement for casual employees

- 32.7.1. Subject to the evidentiary and notice requirements in 32.6.3, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in sub clause 32.6 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 32.7.2. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 32.7.3. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

33. Compassionate Leave

- 33.1. An employee on production of satisfactory evidence or statutory declaration to the Company shall on each occasion on the death or serious/life threatening illness of a person outlined in clause 32 be granted 2 days leave on full pay..
- 33.2. Casual employees on production of satisfactory evidence or statutory declaration to the Company shall on each occasion on the death or serious/life threatening illness of a person outlined in clause 32 be granted 2 days unpaid leave.
- 33.3. In extenuating circumstances, the Company may agree to allow the employee to access sick leave, annual leave and other forms of leave to extend the period of compassionate leave.

34. Parental Leave

For the purposes of this clause, maternity leave, paternity/partner leave and adoption leave are collectively referred to as parental leave.

- 34.1. Parental Leave entitlements are as follows:
 - 34.1.1. Parental Leave is either paid or unpaid leave.
 - 34.1.2. To be eligible for paid parental leave the employee must have completed at least 12 months continuous service, or be an eligible casual, immediately preceding the date upon which the employee commences such leave. An eligible casual is a casual employee who has been engaged by the employer on a regular and systematic basis for a period, or periods, of at least 12 months and who has reasonable expectation of continuing engagement on a regular and systematic basis.
 - 34.1.3. An employee is entitled to take up to 52 weeks parental leave in total.
 - 34.1.4. Parental leave commences at the estimated date of birth. Employees may take annual leave or long service leave that is due to them at the same time as parental leave providing that the total absence from work does not exceed 52 weeks.
 - 34.1.5. Continuity of employment is not broken by parental leave, but entitlements do not accrue during this period nor does it count as part of your total period of service with the employer.

34.2. Return to work

Employees must provide 4 weeks written notice of their intention to return to work before the end of parental leave.

When an employee returns from parental leave they are entitled to return to their previous position.

Where the position no longer exists, the employee is entitled to a position of equal status and remuneration to that of his/her former position.

34.3. Shortening or extending parental leave

- 34.3.1. Subject to the 52 week maximum parental leave may be shortened or extended by giving the employer one month's notice in writing advising the period of reduction/extension of leave.
- 34.3.2. Employees may shorten/extend parental leave once only by right or with the employer's agreement for additional changes

34.4. Maternity Leave

- 34.4.1. Maternity Leave is for employees who become pregnant. Six weeks' paid leave and up to an additional 46 weeks of unpaid leave is provided with a minimum of 6 weeks to be taken after the child's birth.
- 34.4.2. Employees are requested to provide notice as far as possible in advance of the expected date of commencement of maternity leave. The notice requirements include:
 - 34.4.2.1. At least 10 weeks before the expected date of confinement an employee must provide written notice of their intention to take maternity leave and provide a certificate from a registered medical practitioner stating the expected date of confinement.
 - 34.4.2.2. Written application for maternity leave must be submitted 4 weeks before the first day of intended maternity leave.

34.4.2.3. At the same time a statutory declaration must be provided stating the amount of paternity leave being taken by the employee's spouse/de facto partner.

34.4.2.4. For the period of maternity leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment.

34.4.3. Transfer to safe duties

Where a registered medical practitioner considers it inadvisable for an employee to continue their present job due to illness or risks arising out of the pregnancy or hazards connected with work then:

34.4.3.1. Such an employee must transfer to safe duties, if they can be found. When working safe duties, the minimum rate of pay and conditions of that particular job will apply; or

34.4.3.2. If safe duties are not practicable or available the employee must take leave for whatever period the medical practitioner certifies as necessary. The employer will treat this leave as maternity leave.

34.4.4. Cancellation of Maternity Leave

If pregnancy terminates due to miscarriage prior to maternity leave commencing then the employer will cancel maternity leave.

In the event of a miscarriage, any absence from work is to be covered by the current sick leave provisions.

If this happens after maternity leave has commenced the employee can notify the employer of their intention to return to work in writing.

The employer will nominate a starting date that will be no later than 4 weeks after the employee notified of their intention to return to work.

34.4.5. Special Maternity Leave and Sick Leave

If pregnancy ends after 28 or more weeks other than by the birth of a living child the employee is entitled to special maternity leave which is certified as necessary by a registered medical practitioner.

Alternatively, for illness other than the normal consequences of birth an employee is entitled to take accrued sick leave (either in addition to special maternity leave or instead of it). A medical certificate will be required.

If an employee is sick as a result of the pregnancy, accrued sick leave may be taken and further unpaid leave if required. A medical certificate will be required. The total of all periods of leave must not be more than the total amount of maternity leave available to the employee.

34.5. Paternity/Partner Leave

34.5.1. A male employee or same sex de-facto partner shall be entitled to one or two periods of paternity/partner leave, in the following circumstances:

34.5.1.1. An unbroken period of up to one week's paid leave at the time of confinement of their spouse/de facto partner.

34.5.1.2. A further period of up to 51 weeks unpaid leave in order to be the primary care-giver, provided that this leave does not extend past the child's first birthday.

The entitlement shall be reduced by any period of maternity leave taken by the employee's spouse/de facto partner and shall not be taken concurrently with that maternity leave.

34.5.2. An employee will provide to the employer 10 weeks written notice of any period of paternity/partner leave with:

34.5.2.1. A certificate from a registered medical practitioner which names their partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

34.5.2.2. Written notification of the dates on which they propose to start and finish the period of paternity/partner leave.

34.5.3. For the period of paternity/partner leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment.

34.5.4. Paternity/partner leave will be cancelled if the pregnancy ends other than by the birth of a living child.

34.6. Adoption Leave

- 34.6.1. An employee who is in the process of adopting or who has recently adopted a young child is eligible for 6 weeks paid leave and a up to a further 46 weeks unpaid adoption leave if the employee is to be the child's primary care giver.
- 34.6.2. The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 34.6.3. The employer will require the employee to provide confirmation from the appropriate government authority of the adoption.
- 34.6.4. For the period of their adoption leave the employee will not engage in other employment or any conduct inconsistent with their contract of employment
- 34.6.5. Where the placement of a child for adoption with an employee does not proceed or continue, the employee is required to notify the employer immediately. The employer will cancel the leave if it has not yet started. If leave has commenced the employee must give notice of intention to return to work. The employer will nominate a starting date that will be no later than 4 weeks after the employee notified of their intention to return to work.
- 34.6.6. Two days unpaid leave is available to you where an employee is required to attend compulsory interviews or examinations as part of the adoption procedure.
- 34.6.7. Where paid leave is available, the employer may require the employee to take paid leave.

34.7. Part-Time & Casual Work Provisions

- 34.7.1. By agreement with the employer an employee returning from parental leave may return on a part time basis. This may be agreed to on a temporary (until the child reaches school age) or a permanent basis.
- 34.7.2. If an employee is pregnant they may work part time by agreement where it is necessary or desirable because of the pregnancy.

34.7.3. Agreement to part time work will be in writing specifying the hours, days and commencement times. The written agreement should also specify the classification applying to the work and the duration of the part time work. The agreement may be varied with mutual consent and any variations will be confirmed in writing.

34.7.4. When an employee's temporary part time contract expires they will be entitled to return to the position they held before taking parental leave or a position of equal status and pay.

34.7.5. An employer must not fail to re-engage a regular casual employee because:

34.7.5.1. the employee or employee's spouse is pregnant; or

34.7.5.2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

34.8. Right to request

34.8.1. An employee entitled to parental leave may request the employer to allow the employee:

34.8.1.1. to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

34.8.1.2. to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

34.8.1.3. to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

34.8.2. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

34.8.3. Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 34.8.1 and 34.8.2 must be recorded in writing.

34.8.4. Request to return to work part-time

Where an employee wishes to make a request under 34.8.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

34.9. Communication during parental leave

34.9.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

34.9.1.1. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

34.9.1.2. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

34.9.2. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

34.9.3. The employee shall also notify the employer of changes of address or other contact details, which might affect the employer's capacity to comply with sub clause 34.9.1.

35. Public Holidays

NSW Only

35.1. Employees shall be entitled to the following public holidays without loss of pay:

New Year's Day	Australia Day
Good Friday	Easter Saturday
Easter Monday	Anzac Day
Queen's Birthday	Labour Day
Christmas Day	Boxing Day

or such other day as is generally observed in the locality as a substitute for any of the said days, respectively, together with all proclaimed public holidays throughout the State.

35.2. In addition to these gazetted holidays, employees are entitled to one additional day which is observed as a holiday. This additional day replaces the August Bank Holiday and must be taken at a mutually agreed time between the employee and the employer during each calendar year.

35.3. Every employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls the number of ordinary hours that the employee would have worked had the day not been a holiday.

Provided that any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holiday or holidays as if the employee's roster had not been changed.

ACT only

35.4 The provisions of clause 14 of the ACT Award shall apply.

Part 6 - Miscellaneous

36. Professional Development

Symbion Medical Centres is committed to ongoing professional development opportunities for all Practice Nurses. We encourage and support participation in education and training that will enhance a staff member's ability to perform their role within the medical centre.

Professional development encompasses all aspects of learning and development that may be undertaken by nurses. These activities may include:

- In house training / briefing sessions
- GP Divisional briefings
- Certificate courses eg. Immunisation, Wound management
- On-the-job learning
- Graduate qualifications
- Conferences
- Other educational sessions

36.1. Core Professional Development

Core professional development will include ongoing education and development to ensure the required level of competence for the relevant classification. Areas of education may include, but are not limited to, the following:

- | | | |
|--|---|--|
| • Accreditation | • Infection Control | • Medical Supplies Mgmt |
| • Sterilisation | • CPR | • Pathology |
| • Cold Chain Monitoring | • Wound Care | • OH&S |
| | • Drug Management | • Immunisation |
| • Enhanced Primary Care (EPC) – Health Assessments, Care Plans | • Practice Incentive Program (PIP) maximisation | • Health Promotion – specific programs |
| | • SIP – Asthma, Cervical, Diabetes | • MBS Item numbers |

36.2. Elective Professional Development

Elective professional development is in addition to core development requirements and will be determined by the requirements of the practice. This may include site-specific professional development and may include, but not limited to the following;

- | | | |
|----------------------|----------------------|--------------|
| • Asthma Education | • Ear Syringing | • Phlebotomy |
| • Diabetes Education | • Plaster Techniques | • Foot Care |
| • Immunisation | • PAP Credentialing | |

Funding for both core and elective activities is subject to operational parameters and it is intended that an allocation will be made available for each practice and appropriately allocated within the practice.

Participation in elective/site specific professional development will be determined at each practice in consultation between practice nurses and the practice manager and may involve the Clinical Support Coordinator.

36.2.1. Application for Elective Professional Development

Applications for elective professional development shall be made by the employee in writing to their Practice Manager or as required by the Practice Manager or Company Policy. A written request shall outline content of the proposed professional development, the anticipated costs and duration.

Applications should be made in advance to allow the necessary planning to meet business and operational requirements.

Applications must be responded to within 14 days of receipt.

36.2.2. Approval for Elective Professional Development

The Practice Manager will forward the application for approval to the State Manager, after consideration of the following:

- Relevance to the continuing Professional Development of the Practice Nurse
- Relevance to the Company's business need
- Operational requirements

36.2.3. Reimbursement & Remuneration for Elective Professional Development

Costs may be reimbursed in whole or part for courses approved for professional development. Reimbursement will be via the submission of an expense claim by the employee with proof of payment for the expenses claimed.

Any reimbursement is conditional on the course being successfully completed.

Clinics will strive for some consistency amongst nurses in relation to what elective professional development is funded and to what extent. This issue will also be discussed by the Practice Nurse Working Group with the objective of developing some guidelines in respect of professional development.

36.3. Applications – Graduate or Post Graduate Degree Course Qualifications

Employees may apply for assistance to undertake Graduate/ Post Graduate Degree Course Qualifications by doing so in writing to their Practice Manager. The request shall outline the content of the proposed course, the anticipated fees and duration.

All other conditions surrounding assistance, leave and reimbursement for such studies will be governed by Symbion Medical Centres policy.

37. Memberships

Symbion Medical Centres believes in the value of our Practice Nurses staying in touch with industry trends through professional associations such as the Australian Practice Nurses Association. Symbion Medical Centres will be providing paid membership to all permanent full time and part-time Practice Nurses (pro-rata for part-time practice nurses) within the network. (Note: not available to Nurses classified as "Casuals")

38. Attendance at Meetings

To encourage meeting attendance employees will be paid for meetings attended, outside of normal working hours.

Employees will be paid at ordinary time for attendance at such meetings or the employee may elect to take time lieu.

39. Performance Reviews

Employees will complete a performance review with their immediate supervisor at least annually. The purpose of the performance review system is not a disciplinary one but will be used to ensure accountability for work outcomes and behaviours; pursue continuous improvement in work practices; to develop a work plan for the coming year; and to develop skills and knowledge required to suit the needs of the practice.

New employees will be subject to an ongoing performance review during their probationary period of employment.

If an employee can demonstrate that they are competent in new skills that would justify a higher grading, and if a position is available to utilise these skills, taking into consideration the current needs of the establishment, they should approach their Practice Manager when such a position becomes available. Verification of competency will be required. The Practice Manager will then advise the State Manager, discuss the situation and make a recommendation.

If the head of department determines that the requirements for regrading have not been met, they will let them know the reason why and set a review date.

In cases of dispute of the above determination the matter may be discussed with the State Manager, with the Practice Manager present in such a meeting.

40. Disciplinary/Warning Procedure

- 40.1. The following 4-stage procedure shall be followed to address poor performance and/or inappropriate behaviour:
 1. First counselling session/warning
 2. Second counselling session/warning
 3. Final counselling session/warning
 4. Dismissal
- 40.2. If the required improvements in performance are not achieved then the disciplinary action will progress through the 4 stages up to and including dismissal. However, for more serious issues it may be necessary and appropriate to jump steps or even to move straight to dismissal on matters of serious misconduct.
- 40.3. For stages 1 to 3:
 - 40.3.1. The Supervisory Nurse, Practice Manager or other appropriate person will counsel poor performance/behaviour. The purpose is to ensure that the employee concerned understands the performance concerns and the standards expected of them. Employees will be offered written assistance and guidance in achieving those standards.
 - 40.3.2. The employee will be given the opportunity to respond to the concerns.

- 40.3.3. A review period will be set providing reasonable time for the employee to improve their performance/behaviour.
- 40.3.4. Confidential written records of the counselling/disciplinary sessions will be made. The employee will be given the opportunity to comment on the contents of the records, either in writing or verbally. The employee and head of the team will sign the record of the session. The employee will be given a copy and a copy will be placed on the employee's file.
- 40.3.5. The employee may have another employee or support person present as a witness if desired. The union representative may attend if requested by the employee.
- 40.3.6. If termination occurs, reasons for termination will be given to the employee.
- 40.4. The State Manager or his/her delegate will be kept informed on any counselling/disciplinary action taken.
- 40.5. The Company may dismiss an employee, without notice, for serious or wilful misconduct.
- 40.6. An employee may request to have a counselling session/written warning removed from their personnel file after a period of 12 months without further related offence during that period.

41. Termination of Employment

NSW Only

- 41.1. Except in cases of misconduct the employment shall be terminated by not less than one weeks notice on either side or by the payment or forfeiture of one weeks pay in lieu of such notice.
- 41.2. Upon the termination of the services of an employee the employer shall furnish him/her with a written statement, duly signed by the employer, setting out the nature and period of his/her employment.

ACT only

- 41.3. The provisions of clause 20, subclauses 20.1.4, 20.2, 20.3 and 20.4 of the ACT Award shall apply.

42. Redundancy

NSW Only

42.1. Application

- 42.1.1. In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 41, Termination of Employment.
- 42.1.2. Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 42.1.3. Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

42.2. Introduction of Change

42.2.1. Employer's Duty to Notify -

- 42.2.1.1. Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and/or their representatives.
- 42.2.1.2. "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.
- 42.2.1.3. Provided that where this Agreement, makes provision for alteration of any of the matters referred to herein,

an alteration shall be deemed not to have significant effect.

42.2.2. Employer's Duty to Discuss Change -

- 42.2.2.1. The employer shall discuss with the employees affected and their representative, inter alia, the introduction of the changes referred to in subclause 42.2.1 of this clause, 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 shall give prompt consideration to matters raised by the employees and their representatives in relation to the changes.
- 42.2.2.2. The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause 42.2.1.
- 42.2.2.3. For the purpose of such discussion, the employer shall provide to the employees concerned and their representatives, 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, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

42.3. Redundancy

42.3.1. Discussions Before Termination -

- 42.3.1.1. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to clause, 42.2.1.1 of Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with their representatives.
- 42.3.1.2. The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 42.3.1.2 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures

to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

42.3.1.3. For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and their representatives all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

42.4. Termination of Employment

42.4.1. Notice for Changes in Production, Programme, Organisation or Structure –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subclause 42.2.1.1 of Introduction of Change:

42.4.1.1. In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

42.4.1.2. In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service shall be entitled to an additional week's notice.

42.4.1.3. Payment in lieu of the notice 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 specified and part payment in lieu thereof.

42.4.2. Notice for Technological Change –

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause 42.2.1.1.

42.4.2.1. In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

42.4.2.2. Payment in lieu of the notice 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 specified and part payment in lieu thereof.

42.4.2.3. The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Leave provisions of this Agreement, or any Act amending or replacing either of these Acts.

42.4.3. Time Off During the Notice Period -

42.4.3.1. 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.

42.4.3.2. 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.

42.4.4. Employee Leaving During the Notice Period –

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

42.4.5. Statement of Employment –

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

42.4.6. Notice to Centrelink –

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

42.4.7. Centrelink Employment Separation Certificate –

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

42.4.8. Transfer to Lower Paid Duties –

Where an employee is transferred to lower paid duties for reasons set out in subclause 42.2.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

42.4.9. Notice Required by an Agreement –

The period of notice prescribed by this clause shall be in substitution for any notice required in this Agreement.

42.5. Severance Pay

42.5.1. Where the employment of an employee is to be terminated pursuant to subclause 42.4, Termination of Employment, the employer shall pay the following severance pay in respect of a continuous period of service.

42.5.1.1. If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

42.5.1.2. Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

42.5.1.3. "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-agreement payments, shift penalties and allowances specified in paragraph 42.5.1.4 of this subclause paid in accordance with this Agreement.

42.5.1.4. A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs 42.5.1.1 and 42.5.1.2 of this subclause.

42.5.2. Incapacity to Pay –

42.5.2.1. Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 42.5.1 of this clause.

42.5.2.2. The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause 42.5.1 will have on the employer.

42.5.3. Alternative Employment –

42.5.3.1. Subject to an application by the employer and further order of the Australian Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 42.5.1 of this clause if the employer obtains acceptable alternative employment for an employee.

ACT only

42.6

The provisions of clause 21 of the ACT Award shall apply.

43. Superannuation

43.1. Definitions

43.1.1. "Complying regulated fund," means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993 and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.

43.1.2. "Ordinary time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:

43.1.2.1. Monday to Friday shift premiums for ordinary hours of work;

43.1.2.2. Weekend shift premiums for ordinary hours of work;

43.1.2.3. Public Holiday loadings;

43.1.2.4. any percentage addition payable to casual employees for ordinary hours of work;

43.1.2.5. ordinary time allowances (not including expense related allowances);

43.1.2.6. over agreement payments for ordinary hours of work.

43.1.3. "Qualified employee" means:

43.1.3.1. A full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments

in accordance with clause 5 shall be made for the entire period of service with the employer;

43.1.3.2. A casual employee who has earned in excess of \$2000.00 ordinary time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to the operative date of this agreement will continue to be qualified.

43.2. Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993, This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

43.3. Contributions

43.3.1. The employer shall make, in respect of qualified employees, superannuation contributions of 3% of ordinary time earnings into a complying regulated fund. Such contributions shall be remitted to the complying regulated fund on a monthly basis. With respect to casual employees contributions shall be remitted at the time that employees receive their annual group certificate.

43.3.2. It is provided further that an employee may nominate one complying fund to which all agreement and statutory superannuation contributions in respect of him/her shall be paid,

43.3.3. Where no such nomination is made before any such contributions become payable, the contribution referred to in 43.3.1 will be paid to the complying regulated fund for that place of employment.

43.4. Salary Sacrifice to Superannuation

43.4.1. 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) under this Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.

- 43.4.2. Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.
- 43.4.3. Such election must be made prior to the commencement of the period of service to which the earnings relate.
- 43.4.4. One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full time to part time or part time to full time employment will not be classified as a change for administration charge purposes.
- 43.4.5. The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- 43.4.6. The sacrificed portion of salary reduces the salary subject to PAYG taxation deductions.
- 43.4.7. 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.
- 43.4.8. Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one (1) months notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- 43.4.9. Contributions payable by the employer in relation to the Superannuation Guarantee 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.
- 43.4.10. Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- 43.4.11. The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.

43.4.12. Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

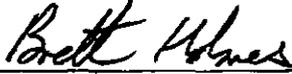
DATED this 12th day of February 2007.



(signed on behalf of Symbion Health Limited)



(Witness)



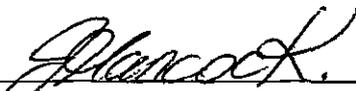
(signed on behalf of the NSW Nurses' Association and Australian Nursing Federation (NSW Branch))



(Witness)



(signed on behalf of the Australian Nursing Federation (ACT Branch)



(Witness)

